



CITY COUNCIL AGENDA

City of Idaho Falls
City Council Meeting
680 Park Avenue

Thursday

January 9, 2025

7:30 p.m.

Mayor

Rebecca Casper

City Council

Lisa Burtenshaw

Council President

John Radford

Council Seat 5

Jim Freeman

Council Seat 6

Michelle Ziel-Dingman

Council Seat 1

Jim Francis

Council Seat 4

Kirk Larsen

Council Seat 3



Livestream at www.idahofallsidaho.gov/429/Live-Stream

PUBLIC PARTICIPATION

Welcome to the Idaho Falls City Council Meeting.

Regularly scheduled City Council meetings are open to the general public. City Council meetings are also live-streamed and archived on [the City website](#). Please be aware that the meeting agenda will differ from the published version if amendments to the agenda are made by the Council during the meeting.

The Council encourages public input. While a general public comment option is not required by Idaho law, the Idaho Falls City Council welcomes general public input as part of regular City Council meetings. General public comment will be allowed for up to 20 minutes. However, citizens are always welcome to contact their Council representatives via e-mail or telephone, as listed on [the City website](#). The Council is committed to an atmosphere that promotes equal opportunity, civility, mutual respect, proper decorum and freedom from discrimination or harassment.

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

Public Comment Guidelines

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Refrain from repeating information already presented to preserve time for others to speak. Large groups are encouraged to select one or two speakers to represent the voice of the entire group.
- Practice civility and courtesy. City leaders have the right and the responsibility to maintain order and decorum during the meeting. Time may be curtailed for those speakers whose comments are profane or disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the City's Human Resources Director (208-612-8248), the City's Legal Department (208-612-8178) or with the Office of the Mayor (208-612-8235).

Public Hearing Guidelines

- In-person Comment. Because public hearings must follow various procedures required by law, please wait to offer your comments until comment is invited/indicated. Please address comments directly to the Council and try to limit them to three (3) minutes.
- Written Comment. The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofalls.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received no later than forty-eight (48) hours prior to the date of the hearing to ensure inclusion in the permanent City record.
- Remote Comment. When available, the public may provide live testimony remotely via the WebEx meeting platform using a phone or a computer. Those desiring public hearing access should send a valid and accurate email address to virtualattend@idahofalls.gov no later than twenty-four (24) hours prior to the date of the hearing so log-in information can be sent prior to the meeting. Please indicate which public hearing the testimony is intended for on the agenda. Please note that this remote option will not be available for all meetings.

If communication aids, services, or other physical accommodations are needed to facilitate participation or access for this meeting, please contact the City Clerk at (208) 612-8414 or the ADA Coordinator at (208) 612-8323 not less than 48 hours prior to the meeting. They will help accommodate special needs wherever possible.



City Council Meeting

Agenda

680 Park Avenue
Idaho Falls, ID 83402

Thursday, January 9, 2025

7:30 PM

City Council Chambers

City Council Agenda:

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comment.

Please see guidelines above.

4. Consent Agenda.

Any Consent Agenda item may be moved to the Regular Agenda for separate consideration if requested by a Council member. Other changes to this agenda may require the approval of a majority of Council.

A. Public Works

- 1) Bid Award - North Park Drive Realignment **25-104**

Attachments: PRK-2022-07-North Park Drive Realignment-Bid Tab

B. Idaho Falls Power

- 1) Professional Services Agreement with Electrical Consultants, Inc. - Task Order No. 1 - 20-year Long Range Plan and System Review **25-105**

Attachments: ECI Combined

C. Airport

- 1) Engagement Letter Approval- Law Firm of Hawley, Troxell, Ennis & Hawley LLP **25-106**

Attachments: Engagement Letter (Idaho Falls Airport Revenue Bonds 2025)
12.16.24

D. Municipal Services

- 1) Impact Fee Quarterly Report **24-431**

Attachments: Impact Fee Summary Report - 9.1.24-11.30.24

- 2) IF-25-0007, Bulk Ammunition for Idaho Falls Police Department **25-103**

Attachments: Bid Net Report - IF25-0007 Bulk Ammunition for Idaho Falls Police Department
Quote from Salt Lake Wholesale for Police Ammunition

E. Office of the City Clerk

- 1) License Applications, all carrying the required approvals

Action Item:

Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

5. Regular Agenda.

A. Office of the Mayor

- 1) Appointment of City Clerk **25-108**

I respectfully request City Council confirmation of the appointment of Emily Geisler as the Idaho Falls City Clerk. Attached please find a recommendation from Chief of Staff Margaret Wimborne as well as a resume for Ms. Geisler. The City Clerk's specific duties and appointment process are referenced in City Code Title 1, Chapters 7 and 15.

Action Item:

Confirm the appointment of Ms. Emily Geisler to be the Idaho Falls City Clerk (or take other action deemed appropriate).

Attachments: CityClerkAppointmentMemo_Jan42024
EMILY GEISLER RESUME 2024 (1)_Redacted

B. Municipal Services

- 1) Purchase Orders for Replacement Vehicles for the Parks and Recreation and Fire Departments. **25-101**

On December 10, 2024, and December 18, 2024, a total of six purchase orders (116946, 117290, 117293, 117294, 117295, and 117295) totaling \$301,071.19 were issued to Smith Chevrolet, citing State of Idaho purchasing contract SBPO 18200325. Upon receiving the purchase orders, Smith Chevrolet ordered the vehicles from the Chevrolet supplier. The six purchase orders issued were for replacement vehicles for the Parks and Recreation and Fire Departments.

Action Item:

Approve the six purchase orders issued to Smith Chevrolet for a total of \$301,071.19 (or take other action deemed appropriate).

Attachments: Purchase Orders for City Vehicles - File ID 25-101
Smith State Contract

- 2) Purchase of Replacement Vehicles for the Public Works and Parks and Recreation Departments and Two Additions to Fleet for Parks and Recreation

25-102

This purchase request will replace units: 1205, a 2012 Ford Expedition; 1206, a 2013 GMC Sierra 2500; and 1173, a 2011 Ford F150 for Public Works Department and units: 2023, a 2006 GMC 3500 and unit 239, a 1999 Ford F350 4X4 for the Parks and Recreation Department and two ¾ ton pickup trucks as additions to the fleet for the Parks and Recreation Department's Horticulture and Irrigation Divisions for a total of \$98,048.27.

Action Item:

Accept and approve the purchase of replacement vehicle(s) and two additions to the fleet from the State of Idaho contract SBPO18200325 from Smith Chevrolet for a total of \$345,407.68 (or take other action deemed appropriate).

Attachments: Smith State Contract
Parks Capital Requests Approved Budget- Addition to Fleet File ID 25-102

6. **Announcements.**

7. **Adjournment.**

Memorandum

File #: 25-104

City Council Meeting

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, December 31, 2024
DEPARTMENT: Public Works

Subject

Bid Award - North Park Drive Realignment

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the plans and specifications; award to the lowest responsive, responsible bidder, Sunroc Corporation, in the amount of \$608,706.00, which includes the base bid and bid alternate 1; and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

On Monday, December 30, 2024, bids were received and opened for the North Park Drive Realignment project. The tabulation of bid results is attached. The purpose of the proposed bid award is to facilitate the realignment of North Park Drive in Tautphaus Park with 25th Street where they intersect with Rollandet Avenue.

Alignment with City & Department Planning Objectives



This project supports the community-oriented results of livable community and reliable public infrastructure and transportation by investing in roadway improvements in Tautphaus Park.

Interdepartmental Coordination

Project reviews have been conducted with all necessary city departments to ensure coordination of project activities.

Fiscal Impact

Project funds have been budgeted by the Parks Division, while the Water Division budget will pay for water related construction items. Sufficient funding and budget authority exist for completion of the proposed improvements.

Legal Review

The Legal Department reviewed the bid process and concurred that the proposed Council action complies with the

requirements of Idaho Code § 67-2805.

2-38-30-3-PRK-2022-07
2024-070

NORTH PARK DRIVE REALIGNMENT PROJECT # 2-38-30-3-PRK-2022-07



MAYOR

Rebecca L. Noah Casper

CITY COUNCIL

Michelle Ziel-Dingman
Lisa Burtenshaw
Kirk Larsen

Jim Francis
John B. Radford
Jim Freeman

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

Chris H. Fredericksen, P.E.

CITY ENGINEER

Jon Knowles, P.E.



AS BUILT DATE / BY:

SCALE SHOWN IS FOR
SHEET 11 x 17 ONLY

ENGINEERING
DIVISION



NORTH PARK DRIVE REALIGNMENT

TITLE PAGE

CHECKED BY:	DESIGN TECH:	DATE PLOTTED:	SHEET NO.
CW	RS	12/9/2024	1 OF 13

2024

City of Idaho Falls

Engineering Division Engineer's Estimate

Project: North Park Drive Realignment
Submitted: Jon Knowles, P.E.

Number: 2-38-30-3-PRK-2022-07
Date: December 30, 2024

Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Sunroc Corp		H-K Contractors, Inc		3H Construction, LLC		Knife River Corp	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
DIVISION 200 - EARTHWORK													
201.4.1.B.1	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	\$13,300.00	\$13,300.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00		\$0.00
201.4.1.F.1.a	Removal of Concrete Structure	3	EA	\$3,000.00	\$9,000.00	\$475.00	\$1,425.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00		\$0.00
201.4.1.F.1.b	Removal of Manhole	1	EA	\$1,500.00	\$1,500.00	\$650.00	\$650.00	\$1,100.00	\$1,100.00	\$4,800.00	\$4,800.00		\$0.00
202.4.1.A.1	Excavation	1142	CY	\$30.00	\$34,260.00	\$28.00	\$31,976.00	\$26.00	\$29,692.00	\$32.00	\$36,544.00		\$0.00
DIVISION 300 - TRENCHING													
307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	220	LF	\$45.00	\$9,900.00	\$13.00	\$2,860.00	\$55.00	\$12,100.00	\$20.00	\$4,400.00		\$0.00
DIVISION 400 - WATER													
401.4.1.A.1	Water Main Pipe – Size 8"	308	LF	\$70.00	\$21,560.00	\$40.00	\$12,320.00	\$72.00	\$22,176.00	\$125.00	\$38,500.00		\$0.00
402.4.1.A.1	Valve – Size 8" - Type Gate	2	EA	\$1,000.00	\$2,000.00	\$1,400.00	\$2,800.00	\$1,800.00	\$3,600.00	\$1,800.00	\$3,600.00		\$0.00
403.4.1.A.1	Hydrant	1	EA	\$3,100.00	\$3,100.00	\$3,150.00	\$3,150.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00		\$0.00
404.4.1.C.1	Adjust Meter Box	1	EA	\$600.00	\$600.00	\$650.00	\$650.00	\$820.00	\$820.00	\$1,200.00	\$1,200.00		\$0.00
DIVISION 600 - CULVERTS & STORM DRAINS													
601.4.1.A.1	48" Gravity Irrigation Pipe, RCP, HS-25	103	LF	\$450.00	\$46,350.00	\$265.00	\$27,295.00	\$350.00	\$36,050.00	\$260.00	\$26,780.00		\$0.00
601.4.1.A.5.a	12" Storm Drian Pipe	57	LF	\$80.00	\$4,560.00	\$55.00	\$3,135.00	\$70.00	\$3,990.00	\$78.00	\$4,446.00		\$0.00
601.4.1.A.5.b	18" Gravity Irrigation Pipe	515	LF	\$115.00	\$59,225.00	\$63.00	\$32,445.00	\$74.00	\$38,110.00	\$96.00	\$49,440.00		\$0.00
602.4.1.A.1.a	Gravity Irrigation Manhole - 48" DIA	1	EA	\$7,000.00	\$7,000.00	\$5,700.00	\$5,700.00	\$7,800.00	\$7,800.00	\$8,800.00	\$8,800.00		\$0.00
602.4.1.A.1.b	Gravity Irrigation Shallow Manhole - 48" DIA	2	EA	\$7,000.00	\$14,000.00	\$5,400.00	\$10,800.00	\$5,150.00	\$10,300.00	\$4,100.00	\$8,200.00		\$0.00
602.4.1.A.1.c	Gravity Irrigation Manhole -72" DIA	1	EA	\$15,000.00	\$15,000.00	\$9,500.00	\$9,500.00	\$12,200.00	\$12,200.00	\$11,500.00	\$11,500.00		\$0.00
602.4.1.O.1	Irrigation Ditch Size 14' wide x 2' deep	1	EA	\$9,000.00	\$9,000.00	\$13,800.00	\$13,800.00	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00		\$0.00
DIVISION 700 - CONCRETE													
706.4.1.A.7	Curb and Gutter, Type Standard	427	LF	\$75.00	\$32,025.00	\$30.00	\$12,810.00	\$60.00	\$25,620.00	\$72.00	\$30,744.00		\$0.00
706.4.1.E.1.a	Concrete Sidewalks, thickness 4"	59	SY	\$190.00	\$11,210.00	\$112.00	\$6,608.00	\$94.00	\$5,546.00	\$115.00	\$6,785.00		\$0.00
706.4.1.E.1.b	Concrete Sidewalks, thickness 5"	94	SY	\$200.00	\$18,800.00	\$120.00	\$11,280.00	\$146.00	\$13,724.00	\$145.00	\$13,630.00		\$0.00
DIVISION 800 - AGGREGATES & ASPHALT													
801.4.1.A.1	6" Minus Uncrushed Aggregate Base	247	CY	\$50.00	\$12,350.00	\$27.00	\$6,669.00	\$51.00	\$12,597.00	\$32.00	\$7,904.00		\$0.00
801.4.1.C.1	Uncrushed Drain Rock, 3"	1	CY	\$60.00	\$60.00	\$250.00	\$250.00	\$235.00	\$235.00	\$400.00	\$400.00		\$0.00
802.4.1.A.1	Crushed Aggregate for Base Type 1	385	CY	\$70.00	\$26,950.00	\$48.00	\$18,480.00	\$40.00	\$15,400.00	\$48.00	\$18,480.00		\$0.00
810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	164	TON	\$135.00	\$22,140.00	\$141.00	\$23,124.00	\$130.00	\$21,320.00	\$160.00	\$26,240.00		\$0.00
DIVISION 1000 - CONSTRUCTION STORMWATER BMP's													
1001.4.1.A.1	Sediment Control	1	LS	\$15,000.00	\$15,000.00	\$650.00	\$650.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00		\$0.00
DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING													
1105.4.1.F.1	Remove and Replace Traffic Sign	1	EA	\$1,000.00	\$1,000.00	\$1,550.00	\$1,550.00	\$1,230.00	\$1,230.00	\$2,500.00	\$2,500.00		\$0.00
DIVISION 2000 - MISCELLANEOUS													
2010.4.1.A.1	Mobilization	1	LS	\$62,136.00	\$62,136.00	\$60,800.00	\$60,800.00	\$49,576.00	\$49,576.00	\$50,000.00	\$50,000.00		\$0.00
2050.4.1.C.1	Subgrade Separation Geotextile	1482	SY	\$3.00	\$4,446.00	\$3.00	\$4,446.00	\$2.50	\$3,705.00	\$3.00	\$4,446.00		\$0.00
SPECIAL PROVISIONS													
S0625	Concrete Drop Structure	1	EA	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$48,000.00	\$48,000.00	\$40,000.00	\$40,000.00		\$0.00
S0630	Inlet Type 8 (ITD SD 605-25)	2	EA	\$5,500.00	\$11,000.00	\$4,000.00	\$8,000.00	\$3,800.00	\$7,600.00	\$4,820.00	\$9,640.00		\$0.00
S0800	Pathway	252	LF	\$50.00	\$12,600.00	\$70.00	\$17,640.00	\$57.00	\$14,364.00	\$72.00	\$18,144.00		\$0.00
TOTAL BASE BID					\$499,272.00		\$384,113.00		\$461,355.00		\$482,423.00		\$0.00
ADDITIVE ALTERNATE BID SCHEDULE NO.1													
DIVISION 200 - EARTHWORK													
201.4.1.B.1.alt	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	\$10,800.00	\$10,800.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00		\$0.00
201.4.1.F.1.alt	Removal of Hydrant	1	EA	\$1,500.00	\$1,500.00	\$650.00	\$650.00	\$950.00	\$950.00	\$1,500.00	\$1,500.00		\$0.00
202.4.1.A.1.alt	Excavation	222	CY	\$30.00	\$6,660.00	\$28.00	\$6,216.00	\$26.00	\$5,772.00	\$32.00	\$7,104.00		\$0.00
DIVISION 300 - TRENCHING													
307.4.1.A.7.alt	Miscellaneous Surface Restoration (Natural Ground)	75	LF	\$45.00	\$3,375.00	\$13.00	\$975.00	\$175.00	\$13,125.00	\$20.00	\$1,500.00		\$0.00
307.4.1.F.5.alt	Service Line Type "P" Surface Restoration (Asphalt Roadway)	96	LF	\$50.00	\$4,800.00	\$80.00	\$7,680.00	\$65.00	\$6,240.00	\$80.00	\$7,680.00		\$0.00
DIVISION 400 - WATER													
401.4.1.A.1.alt	Water Main Pipe – Size 8"	657	LF	\$70.00	\$45,990.00	\$40.00	\$26,280.00	\$58.00	\$38,106.00	\$75.00	\$49,275.00		\$0.00
401.4.1.D.1.alt	Water Main Access Structure	1	LS	\$9,000.00	\$9,000.00	\$8,300.00	\$8,300.00	\$6,350.00	\$6,350.00	\$6,000.00	\$6,000.00		\$0.00
402.4.1.A.1.alt	Valve – Size 8" - Type Gate	2	EA	\$1,000.00	\$2,000.00	\$1,400.00	\$2,800.00	\$1,800.00	\$3,600.00	\$1,800.00	\$3,600.00		\$0.00
403.4.1.A.1.alt	Hydrant	1	EA	\$3,100.00	\$3,100.00	\$3,150.00	\$3,150.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00		\$0.00
404.4.1.A.1.alt	Water Service Connection, Size 2"	1	EA	\$5,400.00	\$5,400.00	\$3,000.00	\$3,000.00	\$3,950.00	\$3,950.00	\$5,000.00	\$5,000.00		\$0.00

DIVISION 800 - AGGREGATES & ASPHALT													
801.4.1.A.1.alt	6" Minus Uncrushed Aggregate Base	2897	CY	\$50.00	\$144,850.00	\$26.00	\$75,322.00	\$42.00	\$121,674.00	\$32.00	\$92,704.00		\$0.00
802.4.1.A.1.alt	Crushed Aggregate for Base Type 1	291	CY	\$70.00	\$20,370.00	\$48.00	\$13,968.00	\$70.00	\$20,370.00	\$48.00	\$13,968.00		\$0.00
810.4.1.A.1.alt	Plant Mix Pavement 3/4", PG 58-34	189	TON	\$135.00	\$25,515.00	\$141.00	\$26,649.00	\$130.00	\$24,570.00	\$160.00	\$30,240.00		\$0.00
DIVISION 2000 - MISCELLANEOUS													
2050.4.1.C.1	Subgrade Separation Geotextile	1737	SY	\$3.00	\$5,211.00	\$3.00	\$5,211.00	\$2.50	\$4,342.50	\$3.00	\$5,211.00		\$0.00
SPECIAL PROVISIONS													
S0800.alt	Pathway	646	LF	\$50.00	\$32,300.00	\$52.00	\$33,592.00	\$42.00	\$27,132.00	\$72.00	\$46,512.00		\$0.00
TOTAL ALT-1					\$317,571.00	\$224,593.00		\$284,181.50		\$285,094.00		\$0.00	
GRAND TOTAL					\$816,843.00	\$608,706.00		\$745,536.50		\$767,517.00		Unresponsive Bid	



Memorandum

File #: 25-105

City Council Meeting

FROM: Bear Prairie, General Manager

DATE: Thursday, January 2, 2025

DEPARTMENT: Idaho Falls Power

Subject
Professional Services Agreement with Electrical Consultants, Inc. - Task Order No. 1 - 20-year Long Range Plan and System Review

Council Action Desired

☐ Ordinance☐ Resolution☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the scope of work as described in Task Order No. 1 with Electrical Consultants, Inc. (ECI) for a not-to-exceed cost of \$95,000.00 and give authorization to the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose
In June 2024 Idaho Falls Power (IFP) conducted a request for qualifications (RFQ) for professional services under Idaho Code 67-2320(2)(h)(i) to develop a list of preapproved engineering firms and subsequently entered into contracts with several firms. IFP recommends that ECI develop a 20-year long-range plan and system review to include recommendations to be incorporated into IFP’s existing 10-year capital improvement plan (CIP) as outlined in their Task Order No. 1.

Alignment with City & Department Planning Objectives



☐☐☒☐☐☐☐☐

This action shows our readiness for managed, well-planned growth and development by implementing long-term planning. This action also supports the value proposition elements IFP’s Strategic Plan for reliable and affordable service for future sustainability.

Interdepartmental Coordination
The Idaho Falls Power Department coordinated with the Legal Department on this issue.

Fiscal Impact
This work is provided for in the 2024/25 IFP budget.

Legal Review

The Legal Department concurs that the proposed action meets the minimum guidelines in securing contracts for design services as set out in Idaho Code § 67-2320.

TASK AUTHORIZATION

Task Order Number: 1

Task Authorization Description: Develop 20 year Long Range Plan system review, and list of Capital Improvement Projects for Idaho Falls Power's (IFP) Distribution System

Effective Start Date: 1/1/25

Completion Date: 12/31/25

1. TASK ORDER PURSUANT TO PRIOR AGREEMENT

This Task Order is pursuant to the Agreement for Professional Engineering Services (the "Agreement"), as agreed and signed by the parties on June 4, 2024. All terms and conditions of the Agreement shall continue to apply, and shall be considered part of this Task Order.

2. STATEMENT OF WORK

Electrical Consultants Inc. (ECI) will prepare a Twenty Year Long Range Plan (LRP), including recommend capital improvements for incorporation into IFP existing 10 year capital improvement plan. The study is to evaluate the performance of the existing electric distribution system, identify capacity deficiencies in the system, and recommend potential electric utility improvement projects to correct the identified problems and provide for future growth and reliability. The study to include a review of IFP's system configuration open points and recommendations for system configuration changes and opportunities for increase distribution automation.

Research and review existing available information and develop an electric system model. The model will be used to perform a capacity and needed capacitance analysis of the IFP electric system including the outlying areas, and preparing a list of recommended capital improvement projects to address any deficiencies found when completing the study. The study shall be in general conformance with RUS Bulletin 1724D-101B where appropriate (reference : https://www.rd.usda.gov/files/UEP_Bulletin_1724D-101B.htm#Sec6) and items listed below.

3. HISTORICAL DATA REVIEW

Review of historical system data shall be included in a report for reference. The information in this report shall include, at a minimum, the following:

- A. A complete description of the service area, and load classes served; a review of power supply and transmission system; and graphical review of consumer statistics and growth patterns. Tables and graphs shall be prepared to indicate the number of consumers and usage by major consumer classification.
- B. A review of line statistics including an analysis of system aging and conductor sizes; historical demand and energy use shall be reviewed for a minimum of five years and graphically portrayed for the period.
- C. A review of substation and delivery point capacities shall be provided.

- D. A review of distribution system losses for a minimum of ten year period.
- E. A review of past Electric System Studies
- F. All data shall be provided in a tabular format where possible, as well as the use of graphical exhibits to provide ease in interpretation of such data.

4. PLANNING CRITERIA

Planning criteria shall be prepared and may be in general accordance with RUS and IFP standards. Planning criteria shall be reviewed and agreed upon with IFP prior to completing existing or projected system analysis. This work will need to be coordinated with IFP.

Planning and design principles shall meet industry standards and/or as follows:

- A. Distribution system secondary voltage level shall be maintained greater than 116 volts on a 120 volt basis. Voltages under 116 volts as modeled are considered “outages” as the voltage levels does not meet Good Engineering Practices for provision of service.
- B. Any single-contingency event shall be restored with the operation of one device per feeder out.
- C. Equipment can be loaded within the applicable Institute of Electrical and Electronics Engineers (IEEE) and/or manufactures guidelines given the ambient conditions and an understanding of what loading beyond nameplate can mean to the ultimate life of the equipment being used.
- D. Relays and the associated supply circuits will not be loaded to greater than 90% of their trip setting under contingent operation. This load level allows for tolerances in current-transformer ratios and feeder phase balancing.
- E. Current contingent loadings of >90% are highlighted. Based on the growth percentage increased determined through the planning analysis, ensure solutions will be valid though ten (10) year and twenty (20) year study period.
- F. Typical utility practice is to load equipment not to exceed 50% under peak conditions and maintain balance within 10%.

5. LOAD FORECAST

Historical usage, recent requests for service, Idaho Falls Power forecasts and the long range plan shall be reviewed to determine appropriate load growth factors to be used in this study. In addition, individual line section multipliers shall be identified for both (demand metered) and energy consumption classes. Different factors of growth will be applied to each of these categories. It is also anticipated that some line sections may have no growth while others have higher growth rates. Generally, growth factors shall be classified as none, low, moderate, or high. Spot loads will be used to represent growth in greenfield areas a zoning kVA/ acre.

Load growth areas include, but not limited to:

- A. Future load growth driven by EV adoption, Heat Pumps and general electrification throughout the system.
- A thorough field review of the distribution system shall be completed to determine appropriate locations for the various line section multipliers. USE OF FEEDER OR STATION MULTIPLIERS IS NOT ACCEPTABLE.

IFP shall approve all loads and growth factors to be used in the analysis.

6. EXISTING SYSTEM ANALYSIS

An existing system analysis for each service area shall be completed. Existing peak loads for the appropriate summer or winter peak season, or both, shall be utilized in this analysis. The existing system analysis shall include results from both the existing system model with present loads as well as the projected five-year loads on the present system. Tables or maps showing the maximum voltage drop and location, substation capacity, distribution line capacity, power factor, line losses, and service reliability shall be included in this section of the report. Detailed narratives on the physical condition of plant and the weakest portions of the system shall also be included. A table of regulators and capacitors, with corresponding projected system loads, shall also be included.

- A) Load Flow Studies – Determine line impedance, bus voltages, branch currents, load currents, branch power flows, and power used between buses. Evaluate kW, kVA and kVAR power flows. This task will be completed for all distribution circuits and for all transmission circuits.
- B) Evaluate System Energy Losses – Determine magnitude and cause of losses, including distribution transformer sizing.
- C) Evaluate Reliability/Power Outages – Review outage reports and voltage levels for the System to determine the impact of outages.
- D) Evaluate Transmission System (if applicable) – Determine capacity loading levels, losses, system compatibility and reliability and circuit configuration.
- E) Evaluate Distribution Substations – Determine capacity, loading levels, losses, system compatibility, reliability and settings of equipment.
- F) Evaluate first level contingencies – Determine and design alternate feeds for all with priority given to critical loads identified by IFP.
- G) Evaluate Main Feeder and Interconnection Distribution System – Determine capacity, loading level losses, reliability, and present circuit configurations.
- H) Capacitors-Power Factor – Analyze adequacy of size and location of existing capacitor installations. Evaluate present power factor condition.

7. EXPLORATORY PLANNING

Utilizing the information completed in the existing system analysis and planning criteria, the exploratory planning process shall be completed.

- A) Develop and present options for improving any system deficiencies. Options should be phased over a period of years and prioritized.
 - B) Provide reasonable cost estimates for each option suggested for improving any system deficiencies.
 - C) Identify and provide location for automatic transfer switch locations and type of switch using Vista switchgear or equivalent.
 - D) Identify and provide, size, location, and specifications for needed system wide capacitors.
- All improvements shall be thoroughly justified and alternatives shall be reviewed to

provide the best engineering, operations, and economic solution for IFP. Detailed cost estimates shall be provided for all noteworthy options and compared and reviewed with IFP prior to final acceptability.

8. DELIVERABLES

The following items shall be submitted to IFP:

- A) Electronic files containing all database files used and created for the LRP with Capital Improvement Project list, including electric model Milsoft's Windmill.
- B) Large maps showing the improvement, improvement code, & a brief description of the improvement. Projected voltage drops prior to and after recommended improvements shall also be shown on the maps. All maps to be provided electronically.
- C) Provide a written report for the plan. At a minimum, this report shall include the following sections:
 - 1. Execution Summary & Purpose of Report
 - 2. Planning Criteria
 - 3. Historical Data & Statistics
 - 4. Inventory of Substations and substation equipment
 - 5. Summary of Existing & Recommended Projected System by Substation and Feeder
 - 6. Other Improvements and Maintenance
 - 7. Value added Improvements and written discussion on the following topic:
 - 8. Implications of increased use of Electric Cars and home charging stations.
 - 9. Summary of Costs
 - 10. Supplementary Data Used in Analysis
 - 11. Cost Estimates
 - 12. Basis of costs
 - 13. Engineering Certification

9. REQUIRED FIELD INVESTIGATION AND MEETINGS

The following meetings will be included as part of the study:

- A. Kick-off Meeting & Field Inspection to include the following:
 - 1. Familiarization with System – Review electrical system data, conductor sizes and lengths, equipment data, etc.
 - 2. Review Substation Documentation
 - 3. System, Substation, and Circuit Capacity and Loading Levels – Obtain from records the historic load data on the transmission and distribution circuits and substations.
- B. Existing System Analysis Review Meeting
- C. Draft Report Review Meeting:
 - 1. Office Review of Draft Recommendations – Review findings of detailed system analysis

and exploratory planning with IFP management and operations. Describe basis for selection of alternatives and justification, as well as other alternatives which were considered but not recommended.

2. Field Review – Conduct a field review of distribution upgrades, substation modifications and other significant projects as needed.

D. Presentation to the IFP Board, if needed, once study is complete.

10. Cost

This work will be done on a time-and-material, not-to-exceed basis

- A. The not to exceed amount to be \$95,000.
- B. Work will be done at ECI's standard rate sheet. Attached as Exhibit A:

11. AD-HOC DISTRIBUTION ENGINEERING

IFP would contact ECI's Project Manager requesting specific tasks to aid modeling of the distribution system.

- A. Ad-hoc work is in addition to the not-to-exceed price of this task order
- B. Any additional work of greater than \$10,000 will be done under another task-order.

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

“CONTRACTOR”

Electrical Consultants, Inc.

By _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2025, before me, the undersigned, a notary public for said State, personally appeared _____, known to me to be the _____ of Electrical Consultants, Inc., and whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

“CITY”

City of Idaho Falls, Idaho

By _____

Rebecca L. Noah Casper, Mayor

STATE OF IDAHO _____)
) ss.
County of Bonneville _____)

On this _____ day of _____, 2025, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public of Idaho

Residing at: _____

My Commission Expires: _____

2024 RATE SCHEDULE

(Rates are valid for the period of January 1 through December 31, 2024)

<u>Category/Position</u>	<u>Hourly Rate</u>
Engineering / Management	
Senior Project Manager II.....	\$256
Senior Project Manager I.....	\$221
Project Manager II.....	\$198
Project Manager I.....	\$179
Environmental Project Manager II.....	\$174
Environmental Project Manager I.....	\$142
Senior Engineer II.....	\$222
Senior Engineer I.....	\$191
Senior Project Supervisor.....	\$184
Project Supervisor.....	\$142
Project Engineer II.....	\$162
Project Engineer I.....	\$153
Associate Engineer II.....	\$157
Associate Engineer I.....	\$151
Design Engineer III.....	\$134
Design Engineer II.....	\$125
Design Engineer I.....	\$116
Engineering Intern.....	\$87
Senior Designer II.....	\$161
Senior Designer I.....	\$149
Designer III.....	\$131
Designer II.....	\$115
Designer I.....	\$97
Program Management / Support Staff	
Project Controls Coordinator.....	\$205
Project Controls Specialist III.....	\$157
Project Controls Specialist II.....	\$125
Project Controls Specialist I.....	\$105
Senior Drafter II.....	\$114
Senior Drafter I.....	\$112
Drafter III.....	\$100
Drafter II.....	\$97
Drafter I.....	\$87
Administrative – Executive.....	\$129
Administrative Assistant.....	\$75

Survey / Real Estate

Senior Surveyor	\$171
Surveyor II	\$140
Surveyor I	\$114
Survey Technician II.....	\$98
Survey Technician I.....	\$72
Senior Real Estate Specialist	\$161
Real Estate Specialist II	\$137
Real Estate Specialist I	\$93

Construction / Field Testing

Senior P&C Technician	\$216
P&C Technician.....	\$155
Construction Project Manager	\$212
Field Construction Manager	\$206
Technician III/Inspector III.....	\$153
Technician II/Inspector II	\$133
Technician I/Inspector I	\$89
Safety Specialist.....	\$153

Corporate Project Management / Technical Oversight

Principal	\$260
Director/PhD	\$260

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement"), is made and entered into this 4th day of June, 2024, by and between the City of Idaho Falls, Idaho, dba IDAHO FALLS POWER, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and Electrical Consultants, Inc., a Montana corporation, 3521 Gabel Road, Billings, MT 59102 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, CITY, pursuant to Idaho Code § 67-2320(2)(i), published and advertised a Request for Qualification to develop a preapproved list of firms to perform transmission and distribution engineering services on as-needed basis; and

WHEREAS, CITY selected firms, including CONTRACTOR, as the most qualified firms to perform transmission and distribution engineering services on as-needed basis; and

WHEREAS, CONTRACTOR has the skills, education, training, and experience to provide transmission and distribution engineering services.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: SCOPE OF WORK

CONTRACTOR agrees that the scope of all services under this Agreement shall be issued, from time to time, in a written task order that has been negotiated and mutually agreed upon by CITY and CONTRACTOR. All task orders shall reference this Agreement. In the event of conflict between the terms of a subsequent task order and this Agreement, this Agreement shall control.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding, or workman's compensation claims.

B. Fees and Conditions for Professional Services.

2. All task orders issued under this Agreement shall be billed on a time and materials basis, with a total, not-to-exceed budget amount for each task order.

3. Payment is due upon receipt of CONTRACTOR's statement(s).

4. CITY and CONTRACTOR may mutually agree to re-allocate tasks, providing the fixed "not-to-exceed" price described in each task order is unchanged.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONTRACTOR upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONTRACTOR. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to CONTRACTOR except as designated by this section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral. This Agreement may be amended only by written instrument, signed by both parties hereto.

C. No Exclusive Relationship Created

Nothing in this Agreement shall entitle CONTRACTOR to any project, work, or task. Neither does this Agreement create an exclusive relationship between CITY and CONTRACTOR. CITY shall be under no obligation to provide or award work to CONTRACTOR. CONTRACTOR acknowledges that they are merely a preapproved qualified design professional and that they have been placed on a preapproved list, pursuant to Idaho Code § 67-2320(2)(i). CITY has the exclusive right to award projects or work to any preapproved design professional or to seek other design professionals through the Request for Qualifications process outlined in Idaho Code § 67-2320. This Agreement merely formalizes the general conditions and terms for preapproved design professionals.

D. Project Timeline.

The term of this Agreement shall be from date of signature, unless adjusted by mutual agreement between the parties. CITY shall make available to CONTRACTOR all technical data of record in CITY's possession, including financial, operations, and other information necessary for services prior to the initial date of the term of this Agreement.

E. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONTRACTOR for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

F. CONTRACTOR's Duty of Care.

In performance of professional services, CONTRACTOR will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONTRACTOR's services.

G. Indemnification and Limitation of Liability.

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against third party damages, liabilities and costs arising from the negligent acts of CONTRACTOR in the performance of professional services under this Agreement, to the extent that CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONTRACTOR and CITY. CONTRACTOR shall not be obligated to indemnify CITY for CITY's negligence.

CONTRACTOR's liability for all damages, liabilities, and costs ("Claims") of any kind whether based on contract, tort (including negligence and strict liability), or performance or failure of performance arising from the Agreement, as they pertain to each separate task order, shall be limited to actual damages, the greater of five hundred thousand dollars (\$500,000) or the revenues received by CONTRACTOR from CITY under the task order from which the Claim arose.

H. No Consequential Damages

Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project, the work or this Agreement from any cause or causes, including but not limited to any such damages caused by negligence, errors or omissions, strict liability or breach of contract.

A. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

B. Binding of Successors.

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

C. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation)

or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

D. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

E. Ownership and Publication of Materials and CITY's Right to Use Delivered Materials.

CITY and CONTRACTOR agree that CITY, with this Agreement, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents prepared and delivered to CITY by CONTRACTOR pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written materials (s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONTRACTOR for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONTRACTOR.

Nothing in this section shall constrain CONTRACTOR from using materials for other trainings or projects with other entities or from using the written materials for CONTRACTOR's general reference or enrichment.

Nothing in this section shall be constructed to entitle CITY to any materials owned by CONTRACTOR which were not delivered or received by CITY, even if those materials were used by CONTRACTOR to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONTRACTOR does not deliver or release to CITY.

The parties acknowledge that any written materials received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 2 of Title 74 of the Idaho Code.

F. Mediation

Any and all disputes, controversies or claims between the parties to this Agreement, not settled within twenty (20) days following written notice of such dispute, shall be referred to senior management of the parties for resolution. In the event that the parties are unable to settle the dispute through senior management negotiations as set forth above, all remaining controversies or claims shall be mediated prior to any formal proceedings in any court of law or equity. The parties shall share equally the costs and fees of the mediator and each party shall pay its own costs and attorneys' fees incurred in mediation. Unless the parties agree otherwise, mediation shall be held in Idaho Falls, Idaho.

This agreement to mediate shall be specifically enforceable under the prevailing law of any court having jurisdiction. In the event that the dispute is not resolved through mediation

within thirty (30) days after mediation begins, either party may initiate formal proceedings against the other party.

G. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, apart from any costs incurred during any mediation required by this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses. Notwithstanding the foregoing, CONTRACTOR's duty to defend shall not require CONTRACTOR to provide an upfront defense to the CITY but shall require CONTRACTOR to fully reimburse the CITY for reasonable attorney's fees and costs incurred by the CITY, but only to the extent of the negligence of CONTRACTOR or CONTRACTOR's agents, employees, or sub-consultants.

H. COMMUNICATIONS

Written notice as are required by this Agreement shall be satisfied by mailing, emailing, or by personal delivery to the parties at the following mailing addresses:

Contractor:	City:
Title: President	Assistant General Manager
Name: Dick McComish	Stephen Boorman, PE
Address: 3521 Gabel Road	140 S. Capital Ave.
Billings, MT 59102	Idaho Falls, ID 83402
Phone: (406) 259-9933	(208) 612-8573
Email: dick.mccomish@eciusa.com	sboorman@ifpower.org

With a copy to:

Title: Chief Legal Officer
Name: Kevin Freeman
Address: 3521 Gabel Road
Billings, MT 59102
Phone: (406) 259-9933
Email: kevin.freeman@eciusa.com

I. Non-discrimination.

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

J. Anti-Boycott Against Israel Act.

Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and CONTRACTOR employs ten (10) or more

persons, CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

K. Certification of No Chinese Ownership.

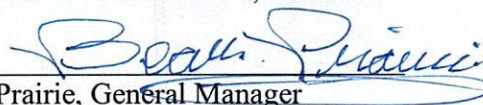
Pursuant to Idaho Code 67-2359, CONTRACTOR certifies that CONTRACTOR is not currently owned or operated by the government of the People's Republic of China and will not, for the duration of this AGREEMENT, be owned or operated by the government of the People's Republic China.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

"CITY"

CITY OF IDAHO FALLS, IDAHO

By


Bear Prairie, General Manager

"CONTRACTOR"

Digitally signed by David R. Maehl, P.E.
Date: 2024.05.23 16:27:08-06'00'

By David R. Maehl, P.E.

Its Vice President

Memorandum

File #: 25-106

City Council Meeting

FROM: Ian Turner, Airport Director
DATE: Thursday, January 9, 2025
DEPARTMENT: Airport

Subject

Engagement Letter Approval- Law Firm of Hawley, Troxell, Ennis & Hawley LLP

Council Action Desired

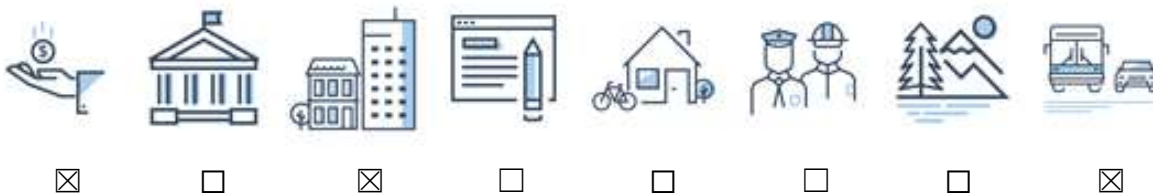
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
 ☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve an engagement letter with Hawley, Troxell, Ennis & Hawley LLP for bond and disclosure counsel services related to borrowing for the airport terminal expansion (or take other action deemed appropriate).

Description, Background Information & Purpose

The Idaho Falls Regional Airport terminal building expansion requires local matching funds. Borrowing has been identified as the most likely source of these required funds. Airport staff worked with the City's bond advisors at Zion's Bank to identify law firms capable of providing bond counsel and disclosure counsel services. This process resulted in the selection of Hawley, Troxell, Ennis & Hawley LLP as a qualified and capable firm to provide these required services in a timely manner. The attached engagement letter was reviewed by staff from the Airport and Legal Departments.

Alignment with City & Department Planning Objectives



This action items supports the community-oriented results of good governance, well-planned growth and development, and reliable public transportation.

Interdepartmental Coordination

Airport staff continue to work closely with the Legal and Municipal Services Departments to identify and review all possible sources of funding for the local share of the terminal expansion project. Expertise from Hawley Troxell will spur additional and ongoing City review and analysis until local match funding is secure.

Fiscal Impact

Fees associated with this time and material contract either will be rolled into the upfront and closing costs of any bonded debt the Airport may pursue, or, if the determination is not to pursue bonding, will be paid out of Airport

generated revenue.

Legal Review

The City Legal Department has reviewed the engagement letter, qualifications of the law firm and applicable state law. This procurement is exempt from the requirements set out in Idaho Code Title § 67-2803(4). The Legal Department therefore concurs with the proposed action.



877 W. Main Street, Suite 200
P.O. Box 1617
Boise, Idaho 83701-1617
T 208.344.6000
HAWLEYTROXELL.COM

ADAM CHRISTENSON
ADMITTED TO PRACTICE LAW IN IDAHO
EMAIL: ACHRISTENSON@HAWLEYTROXELL.COM
DIRECT DIAL: 208.388.4815

ENGAGEMENT LETTER

December 16, 2024

City of Idaho Falls, Idaho
c/o Ian Turner, Airport Director
308 Constitution Way
Idaho Falls, Idaho 83402

Re: *Legal Representation—Bond Counsel and Disclosure Counsel; Idaho Falls
Regional Airport Revenue Bonds, Series 2025*

Dear Honorable Mayor and City Council of the City of Idaho Falls:

Thank you for the opportunity to work with the City of Idaho Falls, Idaho and the Idaho Falls Regional Airport (together, the “City”) on the financing for the City’s proposed airport terminal expansion (the “Project”). This letter confirms the understanding of the representation that Hawley Troxell Ennis & Hawley LLP (the “Firm”) has agreed to undertake on behalf of the City and sets forth the scope and the terms of our engagement. Please review this letter carefully. If it meets with your approval, please sign and return the letter.

1. Scope of Work

Our scope of work is to act as bond counsel and disclosure counsel to the City with respect to the proposed issuance of one or more series of airport revenue bonds (the “Bonds”) to finance, in part, the Project, including related costs and expenses. The Bonds are to be authorized under Article VIII, Section 3E of the Constitution of the State of Idaho; the Revenue Bond Act, Sections 50-1027 through 50-1042, inclusive, Idaho Code; and Section 21-401, Idaho Code (collectively, the “Act”) relating to issuance of revenue bonds, without approval of the electorate, to finance the acquisition and construction of “airport facilities” as defined in the Act.

a. Bond Counsel

In our role as bond counsel, our general scope of work is to advise the City on matters of Idaho law and federal tax law that affect the City's ability to issue the Bonds and to prepare the proceedings and legal documents for the City in connection with the Bonds. Primarily, our duties will include the following:

- Responsibility for transaction legal structure and document drafting;
- Drafting City Council approvals/ordinances;
- Advising the City regarding tax exempt bond regulations;
- Performing tax due diligence to confirm that we can render an opinion that the Bonds are tax-exempt. This research will involve understanding all the potential uses of the Project and the terms of such use;
- Developing policies to assure favorable rating, if necessary;
- Drafting closing documents for the transaction;
- Attendance at meetings, including the rating agency meeting, as necessary;
- Issuing our unqualified bond counsel opinion to the purchasers of the Bonds. That opinion will provide, among other things, that the Bond issue is a legal, valid and binding obligation in accordance with its terms, and, if applicable, that interest on the Bonds is excludable from Federal and State of Idaho income taxation; and
- Preparation of bound and electronic transcripts of proceedings memorializing the issuance of the Bonds.

We will submit draft legal documents to the financing working group, including your municipal advisor, underwriter and City Attorney for review, comment, and approval prior to adoption.

b. Disclosure Counsel

In our role as disclosure counsel, we will draft and review the preliminary official statement and final official statement for the Bonds and conduct the necessary due diligence required for such disclosures. The Official Statement is a disclosure document for the municipal securities market describing, among other things, the Bonds, the City, and the sources of payment for the Bonds. In addition, we will advise the City on compliance with disclosure regulations promulgated by the Securities & Exchange Commission, principally Rule 15c2-12, and render an opinion that the portions of the Official Statement relating to the Bonds are true and correct.

2. Qualifications

Hawley Troxell has substantial experience in public finance. We frequently serve as bond counsel, disclosure counsel, and underwriter's counsel in municipal finance offerings, often taking the lead on preparation of disclosure documents. We may alternatively serve as borrower's counsel

in conduit financings, or as issuer's counsel or lender's counsel. We also participate in transactions in Oregon and Washington.

We provide advice and assistance beginning with the election process (if necessary), continuing through the issuance of the bonds, and addressing post-issuance compliance requirements. Additionally, our attorneys have represented a number of entities seeking judicial confirmation of indebtedness pursuant to Idaho Code § 7-1304.

We represent cities, counties, school districts, water and sewer districts, fire districts, hospital districts, community colleges, universities, and other public entities all over Idaho, together with state level bond issuers. In the last two years, we have issued the bond opinion in over \$500 million of Idaho bond issues. We are experienced with airport revenue bonds specifically and previously represented the City (as both bond counsel and disclosure counsel) relative to its 2020 Annual Appropriation Certificates of Participation Financing for its new police headquarters building.

We are listed in the "Redbook" of qualified municipal finance counsel and have been listed in the directory continuously since 1985. We are the largest firm in Idaho engaged in municipal finance practice and are consistently in the top three firms in Idaho in number of transactions and dollar volume. Hawley Troxell's attorneys listed in the Redbook are – Adam Christenson, Chelsea Porter, Nicholas Miller, Mike Stoddard, Danielle Quade, Paula Kluksdal, and Brandon Helgeson.

3. Staffing and Fees

The attorneys primarily responsible for rendering legal services in this matter are Adam Christenson (Partner), Chelsea Porter (Partner) and Brandon Helgeson (Associate). Where it is to your advantage to do so, we may utilize the services of other lawyers, paralegals, and law clerks in the Firm. We will attempt wherever possible to assign work assignments in a way that maximizes legal effectiveness and time efficiency, while minimizing your legal expenses. The Firm's goal is to provide cost-effective, high-quality legal services. The Firm agrees to represent you in this matter on an hourly fee basis as further provided below. The time spent by various lawyer and non-lawyer persons in this office will be charged at the applicable hourly rate for each person. In addition, the Firm utilizes the firm of Sherman & Howard, as our specialized tax counsel. Tax counsel fees will be advanced by the Firm but will be passed on to the City.

4. Fee Proposal

Airport revenue bond financings are complex and the amount of attorney time necessary to get to closing is hard to accurately predict. Given this, it is difficult to set a fixed fee amount that is advantageous to the City. Accordingly, we propose to bill our fees based on hourly rates, subject to the limitations provided below. In this manner, the City will only be required to pay for work performed.

The Firm has established hourly rates for each attorney, paralegal, and law clerk in the Firm. These hourly rates are based on a variety of factors including the experience and expertise of each individual and the nature of the legal work being performed. The 2025 established hourly rates for Adam Christenson, Chelsea Porter and Brandon Helgeson for municipal finance transactions are \$385, \$365, and \$275, respectively. We have other partners in our public finance department, and we may consult with them from time to time but did not include them above as we do not expect them to spend significant time on this matter. All charges will be incurred in 1/10th of an hour intervals. If we advance funds to pay for legal notice publications, we will include that as a cost reimbursement. We will also bill for our out-of-pocket expenses, such as copies, travel costs, and mileage. Our rates are subject to change if this matter is not closed prior to January 1, 2026.

It is our expectation that our total fees for bond counsel services and disclosure counsel services, as described herein, will not exceed \$115,000. This amount is comprised of an estimate of \$60,000 in fees for bond counsel services and an estimate of \$55,000 in fees for disclosure counsel services. In the event additional work is required above this estimate, we will consult with you before such fees are incurred. The provided fee cap estimate is premised on the City retaining a qualified outside consultant to prepare a report setting forth airport financial projections and a feasibility assessment relative to the security for the Bonds and the City's ability to meet applicable rate covenant requirements (a "Consultant's Report"), which Consultant's Report will be part of the City's market disclosure relative to the Bonds. The provided fee cap estimate is further premised on the Bonds closing prior to December 31, 2025. It is understood and agreed that should the City determine not to obtain a Consultant's Report, or should the Bonds fail to close by December 31, 2025, that additional work will be required by the Firm, necessitating a to be agreed upon increase to the fee cap estimate provided above.

Although our fees are being billed on an hourly basis, we agree to hold our bill in this matter and to be paid at the time of issuance of the Bonds¹ subject to the following conditions: (i) our fees are not contingent upon closing and if the financing is abandoned or fails to close, the City agrees to pay our fees incurred to the date of termination; and (ii) it is anticipated that the Bonds will be issued prior to December 31, 2025; however, should closing not occur as anticipated, the City agrees to pay, on or before December 31, 2025, and each subsequent December 31 prior to closing, all outstanding fees incurred as of such date. Such fees paid are reimbursable to the City from the proceeds of the Bonds at such time as the Bonds are issued.

¹ Our fees may be added to the financing and paid from the proceeds of the sale of the Bonds.

5. Progress and Reporting

The status of the matter as well as any significant developments will be regularly reported to you as they occur. Furthermore, copies of all significant documents and communications will be forwarded to you as this matter progresses.

Please remain in close contact with the individuals in the Firm you will be working with to ensure meaningful consultations regarding instructions and authority occur. As this matter progresses, please bring any questions or concerns immediately to our attention so that they can be promptly and effectively addressed and resolved.

Cell phones and email are common methods of communications employed by this Firm. As you are no doubt aware these forms of communication are not completely secure against unauthorized access. These forms of communication do not ensure the confidentiality of their contents and there is potential risk of disclosure and loss of attorney-client privilege in using these forms of communications. If you object to our using any one or more of these forms of communication, please let us know immediately and we will attempt to honor that request.

6. Record Retention/Destruction Policy

At the conclusion of this matter, the Firm will return any valuable property you have entrusted to us. The Firm will also dispose of all superfluous documents consistent with maintaining the confidentiality of the contents of those documents. The Firm will store the balance of the file, at the Firm's expense, for at least five (5) years. Unless you have made other arrangements, the file will be disposed of at the Firm's expense after the five (5) year retention period. A copy of the Firm's Records Retention/Destruction Policy is available upon request.

7. Disclaimers

Our engagement as bond counsel and disclosure counsel is on behalf of the City. In unrelated matters, we have consulted with, and may in the future act as counsel to the financial firms the City has retained as its municipal advisor or underwriter. Although we work collaboratively with the financial firms to prepare the City's Bonds for sale, we do not represent the municipal advisor or underwriter.

8. Certifications Required by Idaho Law.

The Firm hereby certifies, pursuant to Section 67-2346, Idaho Code, that the Firm, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of this engagement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Section 67-2346, Idaho Code, shall have the meanings set forth therein.

The Firm hereby certifies, pursuant to Section 67-2359, Idaho Code, that the Firm, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently owned or operated by the Government of China and will not for the duration of this Agreement be owned or operated by the Government of China. The terms in this section defined in Section 67-2359, Idaho Code, shall have the meanings set forth therein.

The Firm hereby certifies, pursuant to Section 67-2347A, Idaho Code, that the Firm, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (i) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (ii) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code. The terms in this section defined in Section 67-2347A, Idaho Code, shall have the meanings set forth therein.

9. Nondiscrimination

The Firm agrees that the Firm shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin for the duration of this Agreement.

10. Signature

We would appreciate acknowledgment of your agreement with the terms of this letter by signing below in the place provided for such purpose. Please return one copy to us for our files.

We believe we have the capability to serve the City well and would be honored to be of service to the City on this important project.

[The following page is the signature page.]

December 16, 2024
Page 7

Sincerely,

HAWLEY TROXELL ENNIS & HAWLEY LLP



Adam Christenson

I have read and understand the terms of our engagement as stated above and agree to be bound thereby.

Date: _____

City of Idaho Falls, Idaho

By: _____

Memorandum

File #: 24-431

City Council Meeting

FROM: Pam Alexander, Impact Fee Administrator
DATE: Thursday, December 26, 2024
DEPARTMENT: Municipal Services

Subject

Impact Fee Quarterly Report

Council Action Desired

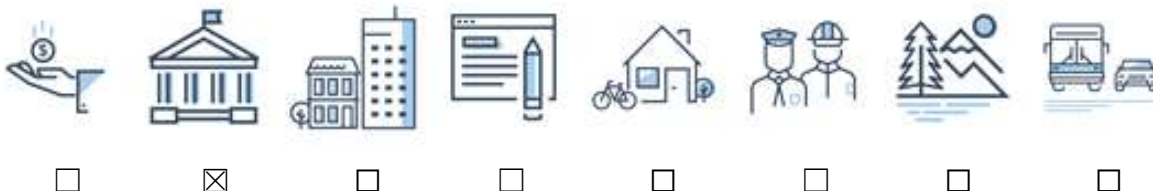
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept the Impact Fee quarterly report pursuant to City Code, Section 10-8-7(G) (or take other action deemed appropriate).

Description, Background Information & Purpose

City Code requires quarterly and annual reports to be provided to the Impact Fee Advisory Committee and Council. For the period of September 1, 2024 - November 30, 2024, a total of \$1,762,030.00 has been collected in impact fees with the issuing of permits for development. 53% of the impact fees were paid for multi-family and 41% for single-family development. A total of \$139,876.50 is in the unpaid category. This includes various stages of development for issuing permits. For comparison purposes, last year for the same period of September 1, 2023 - November 30, 2023, a total of \$911,074.91 was collected in impact fees and a total of \$1,260,937.32 was in the unpaid category.

Alignment with City & Department Planning Objectives



The impact fee quarterly report supports the good governance community-oriented result by providing sound fiscal management and thereby enabling trust and transparency.

Interdepartmental Coordination

Not applicable.

Fiscal Impact

Total cash balances for impact fees as of October 31, 2024, are \$8.5M, with Police at \$1,042,122.19; Fire/EMS at \$778,611.35; Parks at \$1,897,898.70 and Transportation at \$4,790,927.23.

Legal Review

The Legal Department concurs that the desired Council action complies with city code and state statutes.

Impact Fee Activity (September 1, 2024 - November 30, 2024)

Impact Fees Paid by Category (Permits Issued)							
	Multi-Family	Single-Family	Industrial	Institutional	Office	Retail	Percent Received
Police	\$ 106,320.00	\$ 65,382.00	-	10,215.00	1,390.50	5,466.00	11%
Fire	100,320.00	52,938.00	305.25	25,035.00	173.25	1,386.00	10%
Parks and Recreation	307,680.00	189,108.00	-	-	-	-	28%
Transportation	427,520.00	409,368.00	8,063.00	31,700.00	4,320.00	15,340.00	51%
	\$ 941,840.00	\$ 716,796.00	8,368.25	66,950.00	5,883.75	22,192.00	100%
Percentage by Category	53%	41%	0.5%	4%	0%	1%	100%
Total Impact Fees Received						<u>\$ 1,762,030.00</u>	93%
Impact Fees Unpaid By Category (Permits Not Issued)							
	Multi-Family	Single-Family	Industrial	Institutional	Office	Retail	
Police	-	\$ 5,288.25	-	8,682.75	4,635.00	1,366.50	14%
Fire	-	4,281.75	-	21,279.75	577.50	346.50	19%
Parks and Recreation	-	15,295.50	-	-	-	-	11%
Transportation	-	32,943.00	-	26,945.00	14,400.00	3,835.00	56%
	-	\$ 57,808.50	-	56,907.50	19,612.50	5,548.00	100%
Percentage by Category	0.0%	41%	0.0%	41%	14%	4%	100%
Total Impact Fees Outstanding						<u>\$ 139,876.50</u>	7%
Total Impact Fee Activity (September 1, 2024 - November 30, 2024)						\$ 1,901,906.50	
Cash Balances as of October 31, 2024						\$ 8,509,559.47	
	Police	Fire	Parks	Transportation			
	\$ 1,042,122.19	\$ 778,611.35	\$ 1,897,898.70	\$ 4,790,927.23			

Memorandum

File #: 25-103

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, December 26, 2024
DEPARTMENT: Municipal Services

Subject

IF-25-0007, Bulk Ammunition for Idaho Falls Police Department

Council Action Desired

☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)
 Approve the purchase of ammunition from Salt Lake Wholesale Sports for a total of \$103,593.54 (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase is to replenish the Police Department's ammunition inventory. A total of 3 quotes were received for various caliber and quantities of ammunition for the Police Department. Of the three quotes received, Salt Lake Wholesale Sports provided the lowest quote for the ammunition quantities required by the Police Department.

Alignment with City & Department Planning Objectives



☐ ☐ ☐ ☐ ☐ ☒ ☐ ☐

The purchase of the ammunition supports the safe and secure community-oriented result by providing essential supplies for law enforcement activities.

Interdepartmental Coordination

The Police Department concurs with the award recommendation.

Fiscal Impact

Sufficient funding for this purchase located within the FY 2024/25 Police Department operating budget.

Legal Review

The Legal Department concurs the proposed Council action meets the requirements of Idaho Code § 67-2806.

IF-25-0007 - Bulk ammunition for Idaho Falls Police Department (Closed)

Close

[Simple View](#)

		Hutton Tactical Arms and Ammo LLC \$145,220.00	Salt Lake Wholesale Sports Inc ↓ \$103,850.00	SPRUSE Home Inc \$105,900.00
AMMUNITION STANDARD				
1	9MM LUGER, 124 GRAIN TMJ Qty 107000 Cartridge Mfr. SPEER, LAWMAN	\$38,520.00	↓ \$25,680.00	\$32,100.00
2	9MM LUGER +P 124 GRAIN Qty 9000 Cartridge Mfr. SPEER, GOLD DOT HIGH-PERFORMANCE	\$8,550.00	↓ \$3,960.00	
3	.233 REM, 55 GRAIN, FMJ BOAT-TAIL Qty 107000 Cartridge Mfr. FEDERAL, AMERICAN EAGLE	\$74,900.00	↓ \$53,500.00	\$58,850.00
4	.233 REM, 55 GRAIN Qty 9000 Cartridge Mfr. SPEER, GOLD DOT HIGH-PERFORMANCE	\$11,250.00	\$6,120.00	↓ \$4,950.00
5	.308 WIN 168 GRAIN Qty 8000 Cartridge Mfr. FEDERAL, GOLD METAL SIERRA MATCHKING	\$12,000.00	↓ \$10,000.00	↓ \$10,000.00
6	9MM BLUE TOXFREE Qty 2000 Cartridge Mfr. SIMUNITION FX		↓ \$1,360.00	
7	9MM RED TOXFREE Qty 1000 Cartridge Mfr. SIMUNITION FX		↓ \$680.00	
8	5.56 BLUE TOXFREE Qty 2000 Cartridge Mfr. SIMUNITION FX		↓ \$1,700.00	
9	5.56 RED TOXFREE Qty 1000 Cartridge Mfr. SIMUNITION FX		↓ \$850.00	
GROUP TOTAL		\$145,220.00	\$103,850.00	\$105,900.00
PROJECT TOTAL		\$145,220.00	\$103,850.00	\$105,900.00
BID TOTAL		\$145,220.00	\$103,850.00	\$105,900.00

Salt Lake Wholesale Sports
 3331 South 300 West
 Salt Lake City, UT 84115
 (801) 485-4867 / (800) 248-4867
 sales@saltlakewholesalesports.com



Estimate

Date	Estimate #
12/6/2024	10724
Estimate is good for 30 days	

Name / Address

IDAHO FALLS POLICE DEPARTMENT
 ACCOUNTS PAYABLE
 P.O. BOX 50220
 IDAHO FALLS, ID 83405

Rep	Terms	Project
JR	Net 30	

Item	Description	Qty	U/M	Rate	Dimensions (L...	Weight ...	Total
53651	9MM LUGER 124 GR TMJ LAWMAN	107	cs	239.00	14.50 X 6.00 ...	29.60	25,573.00
53617	9MM LUG+P 124 GR GDHP AMMO	9	cs	435.20	14.50 X 6.00 ...	30.00	3,916.80
AE223	55 GR FMJ BOAT-TAIL	214	cs	249.90	12.51 X 6.69 ...	14.00	53,478.60
24446	223 REM 55 GOLD DOT SP	18	cs	336.73	12.51 X 4.82 ...	14.25	6,061.14
GM308M	308 WIN 168GR SIERRA MK BTHP	40	cs	249.95	7.44 X 6.69 X ...	12.74	9,998.00
5330002	9 mm FX® Blue Toxfree® GEN2 50 rds/box - 500 rds/case	4	cs	340.00	1xwxh	8.00	1,360.00
5330001	9 mm FX® Red Toxfree® GEN2 50 rds/box - 500 rds/case	2	cs	340.00	1xwxh	8.00	680.00
5359102	5.56 mm FX® Blue Clipped Toxfree® for M4/M16 - 20 rds/box - 500 rds/case	4	cs	421.00	TBD X TBD X ...	0.00	1,684.00
5359101	5.56 mm FX® Red Clipped Toxfree® for M4/M16 - 20 rds/box - 500 rds/case	2	cs	421.00	TBD X TBD X ...	0.00	842.00
FET EXEMPT	11% FET EXEMPTION FOR STATE OR MUNICIPAL AGENCIES						0.00
SHIPPING	INCLUDED	0		0.00			0.00

Thank you for inquiring with Salt Lake Wholesale Sports. To accept this Estimate, please respond in writing or send a Purchase Order to sales@saltlakewholesalesports.com

Total

\$103,593.54

File #: 25-108

City Council Meeting

FROM: Rebecca Casper
DATE: Thursday, January 4, 2024
DEPARTMENT: Mayor's Office

Subject

Appointment of City Clerk

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

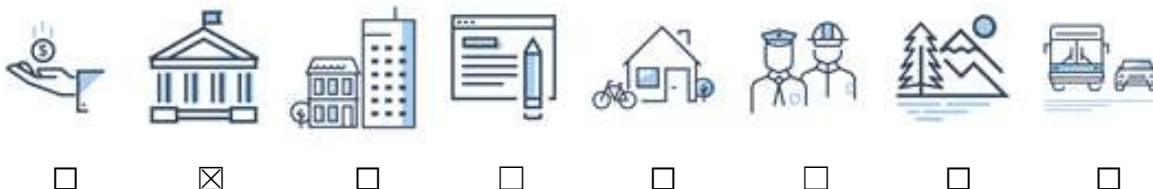
Confirm the appointment of Ms. Emily Geisler to be the Idaho Falls City Clerk (or take other action deemed appropriate).

Description, Background Information & Purpose

I respectfully request City Council confirmation of the appointment of Emily Geisler as the Idaho Falls City Clerk. Attached please find a recommendation from Chief of Staff Margaret Wimborne as well as a resume for Ms. Geisler. The City Clerk's specific duties and appointment process are referenced in City Code Title 1, Chapters 7 and 15.

A thorough search process was conducted for this position. She was among more than 40 candidates who applied for the post. The process is noted in the attached memo from Ms. Wimborne. All interview panelists were impressed with Ms. Geisler's extensive work experience in a field with many similarities to the fundamental work of the City Clerk. In addition, she has impressive supervisory and training experience. Ms. Geisler has also demonstrated tremendous interest and willingness to learn and grow in the position which will help ensure a smooth transition. I believe Idaho Falls will be well served with Ms. Geisler in the position of City Clerk.

Alignment with City & Department Planning Objectives



This action supports good governance by appointing a qualified, highly capable individual to serve as the guardian of public records and to provide city clerk services to the public.

Interdepartmental Coordination

The Mayor's Office as well as the Legal, Municipal Services, and Human Resources Departments collaborated in this appointment.

Fiscal Impact

The City Clerk position is fully funded in the 2024-25 budget for the Mayor's Office and City Council.

Legal Review

The City Attorney participated in the review process.



MEMORANDUM

TO: Mayor Rebecca Casper

FROM: Margaret Wimborne

DATE: Jan. 4, 2024

RE: Appointment of New City Clerk

After an extensive search process, I would like to recommend Emily Geisler for appointment as the new City Clerk for Idaho Falls.

More than 40 candidates applied for the City Clerk posting. Working closely with Human Resources, the applications were thoroughly vetted, and five candidates were selected for interviews. Criteria for the interview selection was based on the posted job description, but specifically we were looking for candidates who had city government experience or extensive experience in fields with transferable skills such as finance, medical, etc. and supervisory experience.

Initial interviews were conducted on Dec. 9, 2024, and Dec. 10, 2024. Five candidates were identified for interviews, and four of the candidates responded and were interviewed. The interview panel consisted of Municipal Services Director Pam Alexander, City Attorney Michael Kirkham, Mayor's Executive Assistant Carla Thinner, Human Resources Manager Heather Wade and myself.

On Dec. 16, 2024, a second round of interviews were held with two of the four. Mayor Casper, Council President Lisa Burtenshaw, Municipal Services Director Pam Alexander, Human Resources Manager Heather Wade and I serve on the panel. Reference checks were conducted following those interviews.

Ms. Geisler stood out from the other candidates based on her extensive experience working in a field where understanding the importance of statutes, codes, and policies is critical. She also showed clear strengths in other critical skills such as the importance of meeting deadlines and noticing requirements, paying attention to details, working efficiency and providing excellent customer service. She clearly understands the importance of the proper implementation of statutes, rules and codes, as well as meeting deadlines and noticing requirements, paying attention to details and running an efficient operation.

I believe she will offer will strong support for all city departments, excellent customer service to residents, and continued system improvements in overall office efficiency and operations. aAs she brings these qualities and skills to the office, Ms. Geisler will be an asset to the City Clerk's Office.

Thank you for your consideration.

Emily A. Geisler

Management

Title & Escrow

Training

Lending/Banking

HR/Payroll

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

I am continually looking for ways to improve efficiencies, make my team more successful, and give the customer a better experience.

October 2023 - Current

Office Manager at Pecos Valley Construction, LLC & Murrill Electric, LLC

- > Candidate interviews, hiring, new employee on-boarding
- > Weekly payroll
- > Contract review
- > Bid packet preparation & review
- > Employee benefits assistance
- > Policy & Procedure auditing
- > Company safety training & event planning
- > A/R, A/P, Account reconciliation
- > Company and Employee state/county/city licensing
- > Real Estate research (documentation, mapping, etc.)

December 2022 – October 2023

Escrow Officer at Alliance Title & Escrow, LLC

- > Prepare & close real estate transactions (Title searches & clearing, Escrow closings, document recording)
- > Train co-workers & employees in various positions
- > Customer service
- > Manage day-to-day branch operations
- > Recruiting & hiring
- > File audits
- > Regulatory compliance
- > Contract review
- > Business development
- > Facility management
- > State of Idaho Notary and Remote Online Notary (RON)

March 2021 – November 2022

Branch Manager/VP, Commercial Loan Officer at The Bank of Commerce

- > Employee management
- > Client account management
- > Recruiting & hiring
- > Employee reviews
- > Prepare and close financial transactions
- > Customer service
- > Manage day-to-day branch operations
- > File audits
- > Teller Line duties

September 2002 – March 2021

Escrow Officer, Manager/VP, Regional Trainer at Alliance Title & Escrow, LLC

- > Prepare & close real estate transactions (Title searches/clearing, Escrow closings, Document recording)
- > Train co-workers & employees in various positions company-wide
- > Customer service
- > Manage day-to-day branch operations
- > Recruiting & hiring
- > File audits
- > Regulatory compliance
- > Employee reviews
- > Business development
- > Annual budgeting and market share planning
- > Facility management
- > Notary and Remote Online Notary (RON) for the entire company

SKILLS/HIGHLIGHTS

- Leadership – Branch Manager/VP for 20+ years
- Teamwork - Assist regionally, in all roles, with cross training being top-of-mind for building a strong team
- Profitability & Risk Assessment – Annual budgeting & file analysis
- Ability to breakdown & explain complex scenarios in real-world, easy to understand terms – Ensure the customer/employee can understand what's presented & help them meet their goals
- Responds rapidly when presented with a multitude of tasks – I am always available to the team & my customers and welcome new challenges
- Easily interfaces with both internal & external customers – I have a lifetime customer base & am a trusted advisor to many

EDUCATION

General Studies, ISU, Idaho Falls, ID

General Studies, NMSU, Carlsbad, NM

EMT School (certification), Fayetteville, NC

US Army, Administrative Specialist (71L), Fort Jackson, SC

Lebanon High School (diploma), Lebanon, OR

LICENSES/CERTIFICATIONS

Notary Public, State of Idaho

Remote Online Notary (RON), State of Idaho

Notary Public, State of New Mexico

[REDACTED]

Memorandum

File #: 25-101

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Thursday, December 26, 2024
DEPARTMENT: Municipal Services

Subject

Purchase Orders for Replacement Vehicles for the Parks and Recreation and Fire Departments.

Council Action Desired

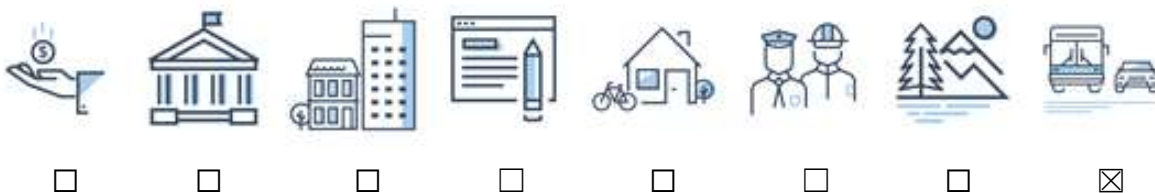
- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Approve the six purchase orders issued to Smith Chevrolet for a total of \$301,071.19 (or take other action deemed appropriate).

Description, Background Information & Purpose

On December 10, 2024, and December 18, 2024, a total of six purchase orders (116946, 117290, 117293, 117294, 117295, and 117295) totaling \$301,071.19 were issued to Smith Chevrolet, citing State of Idaho purchasing contract SBPO 18200325. Upon receiving the purchase orders, Smith Chevrolet ordered the vehicles from the Chevrolet supplier. The six purchase orders issued were for replacement vehicles for the Parks and Recreation and Fire Departments.

Alignment with City & Department Planning Objectives



This request supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

Interdepartmental Coordination

The Parks and Recreation and Fire Departments concur with the intent to purchase the vehicles listed above.

Fiscal Impact

Sufficient funding for the purchases is located within the FY 2024/25 Parks and Recreation and Fire Department approved vehicle replacement budgets.

Legal Review

The Legal Department concurs that the proposed Council action duplicates the price and substance for like goods that

has been competitively bid by the State of Idaho, through Idaho State Contract Number SBPO 18200325, and otherwise meets the requirements set out in Idaho Code § 67-2803(1).

PURCHASE ORDER

PAGE: 1

P.O. #: 116946
DATE: 11/12/24
CHANGE #: 1
DATE CHG: 11/12/24

AUTHORIZED BY _____
PURCHASING AGENT

TO: SMITH CHEVROLET/HONDA COMPANY
PO BOX 1896
IDAHO FALLS, ID 83403-1896

SHIP TO:
CITY OF IDAHO FALLS
VEHICLE MAINT FAC/GARAGE
2530 HEMMERT/ZIP 83401
PO BOX 50220
IDAHO FALLS, ID 83405-0220

VENDOR # F.O.B.
41

FREIGHT

REQ. NO.

ACCOUNT NO.
SEE BELOW

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
-------	----------	-----	--------------------------	-----------	---------------

*
* CHANGE ORDER *
*

*
AS PER QUOTE DATED NOVEMBER 5, 2024

PLEASE CONTACT IDAHO FALLS PROPERTY MANAGEMENT
(208-612-8228) AT LEAST FIVE (5) BUSINESS DAYS
PRIOR TO DELIVERY TO CONFIRM DOCUMENTATION
ACCURACY AND MAKE APPOINTMENT FOR DELIVERY

PLEASE LIST ON THE TITLING DOCUMENTS THE
PURCHASE/OWNER AS:

CITY OF IDAHO FALLS #
PO BOX 50220 / 308 CONSTITUTION WAY
IDAHO FALLS, ID 83405-0220
DRIVER'S LICENSE EIN #82-6000208

AT TIME OF DELIVERY THE VENDOR SHALL PROVIDE A
COPY OF THE MANUFACTURER'S CERTIFICATE OF ORIGIN,
ODOMETER DISCLOSURE STATEMENT; AND REPORT OF SALE

PURCHASE ORDER

PAGE: 2

P.O. #: 116946
 DATE: 11/12/24
 CHANGE #: 1

DATE CHG: 11/12/24

AUTHORIZED BY _____
 PURCHASING AGENT

TO: SMITH CHEVROLET/HONDA COMPANY
 PO BOX 1896
 IDAHO FALLS, ID 83403-1896

SHIP TO:
 CITY OF IDAHO FALLS
 VEHICLE MAINT FAC/GARAGE
 2530 HEMMERT/ZIP 83401
 PO BOX 50220
 IDAHO FALLS, ID 83405-0220

VENDOR #	F.O.B.	FREIGHT	REQ. NO.	ACCOUNT NO.		
41				SEE BELOW		
LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST	

			*			
			* CHANGE ORDER			
			*			

AND APPLICATION FOR CERTIFICATE OF TITLE
 (ITD #3339C-APPLICANT, PINK COPY)

AFTER TITLE WORK HAS BEEN SUBMITTED TO THE STATE
 OF IDAHO, PLEASE RETURN A COPY OF THE APPLICATION
 OF CERTIFICATE OF TITLE (ITD #3339) TO:
 CITY OF IDAHO FALLS - PROPERTY MANAGER VIA
 EMAIL: swalker@idahofallsidaho.gov OR VIA
 FAX: 208-612-8536

SUB-TOTAL 55369.95

TOTAL 55369.95

*CTF
 unit
 404
 File*

PURCHASE ORDER

PAGE: 3

P.O. #: 116946
 DATE: 11/12/24
 CHANGE #: 1
 DATE CHG: 11/12/24

AUTHORIZED BY _____
 PURCHASING AGENT

TO: SMITH CHEVROLET/HONDA COMPANY
 PO BOX 1896
 IDAHO FALLS, ID 83403-1896

SHIP TO:
 CITY OF IDAHO FALLS
 VEHICLE MAINT FAC/GARAGE
 2530 HEMMERT/ZIP 83401
 PO BOX 50220
 IDAHO FALLS, ID 83405-0220

VENDOR #
 41

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

			*		*
			* CHANGE ORDER *		*
			*		*

 * ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000096026	11/06/24	FD-AMANDA/DANELSON		55369.95-
00123075127902				
0000096026	11/06/24	FD-AMANDA/DANELSON	FE0006	55369.95
00123075127902				

PURCHASE ORDER

PAGE: 1

P.O. #: 117293
DATE: 12/18/24AUTHORIZED BY TIM MCCAMMON
PURCHASING AGENTTO: SMITH CHEVROLET/HONDA COMPANY
PO BOX 1896
IDAHO FALLS, ID 83403-1896SHIP TO:
CITY OF IDAHO FALLSLOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

VENDOR #	F.O.B.	FREIGHT	REQ. NO.	ACCOUNT NO.	
41			96458	001-2703-521.79-02	
LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	NEW 2025 PICKUP, CHEVROLET SILVERADO Model# CK20743 2500 HD, Crew Cab, Short Box Interior Color - Black Cloth Exterior Color - White ** Includes Following Options - Snow Plow Prep Package VYU - Two Speed Transfer Case NQH - Spray-On Bedliner CGN - Deep Tinted Rear Window AKO Contract Number ITB18000254 ~~Old Unit# 2044~~ Replaces Unit# 2044 3/4 TON, 4WD, 6.6L GAS ENGINE	49635.3800	49635.38

*** SHIPPING INSTRUCTIONS ***

TO: VEHICLE MAINT FAC-GENSERV
2530 HEMMERT (ZIP 83401)
PO BOX 50220
IDAHO FALLS, ID 83405-0220

P U R C H A S E O R D E R

PAGE: 2

P.O. #: 117293
DATE: 12/18/24

AUTHORIZED BY _____
PURCHASING AGENT

TO: SMITH CHEVROLET/HONDA COMPANY
PO BOX 1896
IDAHO FALLS, ID 83403-1896

SHIP TO:
CITY OF IDAHO FALLS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

VENDOR # F.O.B.
41

FREIGHT

REQ. NO.
96458

ACCOUNT NO.
001-2703-521.79-02

LINE# QUANTITY UOM ITEM NO. AND DESCRIPTION

SUB-TOTALCOST EXTENDED
49635.38

TOTAL 49635.38

PURCHASE ORDER

PAGE: 1

P.O. #: 117294
DATE: 12/18/24AUTHORIZED BY TIM MCCAMMON
PURCHASING AGENTTO: SMITH CHEVROLET/HONDA COMPANY
PO BOX 1896
IDAHO FALLS, ID 83403-1896SHIP TO:
CITY OF IDAHO FALLS
VEHICLE MAINT FAC/GARAGE
2530 HEMMERT/ZIP 83401
PO BOX 50220
IDAHO FALLS, ID 83405-0220

VENDOR #	F.O.B.	FREIGHT	REQ. NO.	ACCOUNT NO.	EXTENDED
LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	COST
41			96488	001-2703-521.79-02	
1	1.00	EA	NEW 2025 PICKUP, CHEVROLET SILVERADO MODEL# CK20743 2500 (3/4 TON) HD CREW CAB, SHORT BOX 6.6 L GAS MOTOR WITH ALLISON TRANSMISSION INTERIOR COLOR - BLACK CLOTH, EXTERIOR COLOR - WHITE ** INCLUDES FOLLOWING OPTIONS - TWO SPEED TRANSFER CASE NQH - SPRAY-ON BEDLINER - DEEP TINED REAR WINDOWS AKO CONTRACT NUMBER SBPO ITB18000254 ~~REPLACES UNIT # 2042~~ <i>Parker</i> REPLACES UNIT # 2042 * PER QUOTE FROM JOHN GIANNINI	49335.3800	49335.38

SUB-TOTAL 49335.38
TOTAL 49335.38

PURCHASE ORDER

PAGE: 1

P.O. #: 117295
DATE: 12/18/24AUTHORIZED BY TIM MCCAMMON
PURCHASING AGENTTO: SMITH CHEVROLET/HONDA COMPANY
PO BOX 1896
IDAHO FALLS, ID 83403-1896SHIP TO:
CITY OF IDAHO FALLS
VEHICLE MAINT FAC/GARAGE
2530 HEMMERT/ZIP 83401
PO BOX 50220
IDAHO FALLS, ID 83405-0220

VENDOR #	F.O.B.	FREIGHT	REQ. NO.	ACCOUNT NO.	
41			96469	001-2703-521.79-02	
LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	NEW 2025 PICKUP, CHEVROLET SILVERADO 2025 CHEVROLET SILVERADO MODEL# CK20743, 4WD 2500HD (3/4 TON) CREW CAB, SHORT BOX 6.6L GAS ENG INTERIOR COLOR - BLACK, EXTERIOR COLOR - WHITE ** INCLUDES FOLLOWING OPTIONS - TWO SPEED TRANSFER CASE NQH - SPRAY-ON BEDLINER CGN - DEEP TINTED REAR WINDOWS AKO CONTRACT NUMBER SBP018200325 ~~GIE UNIT# 2130~~ <i>Dark</i> REPLACES UNIT# 2050 AS PER QUOTE FROM JOHN GIANNINI-SMITH CHEVEROLET	49331.6300	49331.63
SUB-TOTAL					49331.63
TOTAL					49331.63

PURCHASE ORDER

PAGE: 1

P.O. #: 117296
DATE: 12/18/24AUTHORIZED BY TIM MCCAMMON
PURCHASING AGENTTO: SMITH CHEVROLET/HONDA COMPANY
PO BOX 1896
IDAHO FALLS, ID 83403-1896SHIP TO:
CITY OF IDAHO FALLS
VEHICLE MAINT FAC/GARAGE
2530 HEMMERT/ZIP 83401
PO BOX 50220
IDAHO FALLS, ID 83405-0220

VENDOR #	F.O.B.	FREIGHT	REQ. NO.	ACCOUNT NO.	
41			96470	001-2703-521.79-02	
LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	NEW 2025 PICKUP, CHEVROLET SILVERADO 2025 CHEVROLET SILVERADO MODEL# CK20753 2500 HD (3/4 TON) DBLCAB, SHORT BOX, 4WD, 6.6L ENG INTERIOR COLOR - BLACK CLOTH, EXTERIOR COLOR - WHITE ** INCLUDES FOLLOWING OPTIONS - TWO SPEED TRANSFER CASE NQH - SPRAY - ON BEDLINER CGN - DEEP TINTED REAR WINDOWS AKO - SNOW PLOW PREP PACKAGE VYU CONTRACT NUMBER SBPO18200325 ~~REPLACES UNIT# 2092~~ <i>Parus</i> REPLACES UNIT# 2092 AS PER QUOTE FROM JOHN GIANNINI-SMITH CHEVEROLET	47763.4700	47763.47

SUB-TOTAL 47763.47
TOTAL 47763.47

P U R C H A S E O R D E R

PAGE: 1

P.O. #: 117190 /
DATE: 12/10/24

AUTHORIZED BY _____
PURCHASING AGENT

TO: SMITH CHEVROLET/HONDA COMPANY
PO BOX 1896
IDAHO FALLS, ID 83403-1896

SHIP TO:
CITY OF IDAHO FALLS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

VENDOR # F.O.B.
41

FREIGHT

REQ. NO.
96397

ACCOUNT NO.
018-6002-521.79-02

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
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			AS PER Quote #ITB180000254 ***** PLEASE CONTACT IDAHO FALLS PROPERTY MANAGEMENT (208-612-8228) AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO DELIVERY TO CONFIRM DOCUMENTATION ACCURACY AND MAKE APPOINTMENT FOR DELIVERY PLEASE LIST ON THE TITLING DOCUMENTS THE PURCHASE/OWNER AS: CITY OF IDAHO FALLS # PO BOX 50220 / 308 CONSTITUTION WAY IDAHO FALLS, ID 83405-0220 DRIVER'S LICENSE EIN #82-6000208 AT TIME OF DELIVERY THE VENDOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S CERTIFICATE OF ORIGIN, ODOMETER DISCLOSURE STATEMENT; AND REPORT OF SALE AND APPLICATION FOR CERTIFICATE OF TITLE (ITD #3339C-APPLICANT, PINK COPY) AFTER TITLE WORK HAS BEEN SUBMITTED TO THE STATE OF IDAHO, PLEASE RETURN A COPY OF THE APPLICATION OF CERTIFICATE OF TITLE (ITD #3339) TO:		
--	--	--	---	--	--

PURCHASE ORDER

PAGE: 2

P.O. #: 117190
DATE: 12/10/24

AUTHORIZED BY _____
PURCHASING AGENT

TO: SMITH CHEVROLET/HONDA COMPANY
PO BOX 1896
IDAHO FALLS, ID 83403-1896

SHIP TO:
CITY OF IDAHO FALLS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

VENDOR #	F.O.B.	FREIGHT	REQ. NO.	ACCOUNT NO.	
41			96397	018-6002-521.79-02	
LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

CITY OF IDAHO FALLS - PROPERTY MANAGER VIA
EMAIL: swalker@idahofallsidaho.gov OR VIA
FAX: 208-612-8536

1	1.00	EA	CHEVY 2500HD CREW CAB SHORT BOX MODEL #CK20743 with optional snow plow prep package with backup camera, two speed transfer case, spray on bed liner and deep tinted rear windows. White exterior color MERF REPLACEMENT FOR UNIT #9107 ~~UNIT #9107~~	49635.3800	49635.38
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*** SHIPPING INSTRUCTIONS ***

TO: PINECREST GOLF CLUBHOUSE
701 EAST ELVA/ZIP 83401
PO BOX 50220
IDAHO FALLS, ID 83405

P U R C H A S E O R D E R

PAGE: 3

P.O. #: 117190
DATE: 12/10/24

AUTHORIZED BY _____
PURCHASING AGENT

TO: SMITH CHEVROLET/HONDA COMPANY
PO BOX 1896
IDAHO FALLS, ID 83403-1896

SHIP TO:
CITY OF IDAHO FALLS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

VENDOR # F.O.B.
41

FREIGHT

REQ. NO.
96397

ACCOUNT NO.
018-6002-521.79-02

LINE# QUANTITY UOM ITEM NO. AND DESCRIPTION

SUB-TOTALCOST

EXTENDED
49635.38

TOTAL

49635.38



**State of Idaho Contract Number SBPO18200325
Amendment No. 5**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Smith Chevrolet 3477 S Pioneer Drive Idaho Falls, ID 83401

Contract Summary

Contract Name: Statewide Vehicles Contract Description: Statewide Vehicles for Idaho Public Agencies Original Effective Date: 2/5/2018 Current Expiration Date: 2/28/2025	Current Contract Value: \$4,110,000.00 Contract Usage Type: Open
--	---

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
John Giannini	208-569-4112	john@thesmithgroup.com

Recitals

1. The Parties entered into a Contract (SBPO18200325) for Statewide Vehicles for Idaho Public Agencies, effective February 5, 2018.
2. With this Amendment No. 5, the Parties desire to extend the term of the Contract, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The term of the Contract is extended for two (2) months from January 1, 2025, to February 28, 2025. The estimated value of the extension period is \$135,000.00
2. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
3. Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or

company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

4. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
5. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: Jake Nay

Name: Jake Nay

Title: Contract Administrator

Date: 12/3/2024

Smith Chevrolet

Signature: 

Name: John Giannini

Title: Fleet / Comm Manager

Date: 12/3/24



**State of Idaho Contract Number SBPO18200325
Amendment No. 4**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Smith Chevrolet 3477 S Pioneer Drive Idaho Falls, ID 83401

Contract Summary

Contract Name: Statewide Vehicles Contract Description: Statewide Vehicles for Idaho Public Agencies Original Effective Date: 2/5/2018 Current Expiration Date: 12/31/2024	Current Contract Value: \$3,975,000.00 Contract Usage Type: Open
---	---

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
John Giannini	208-569-4112	john@thesmithgroup.com

Recitals

1. The Parties entered into a Contract (SBPO18200325) for Statewide Vehicles for Idaho Public Agencies, effective February 5, 2018.
2. With this Amendment No. 4, the Parties desire to extend the term of the Contract and incorporate one (1) new term and condition required by Idaho Code, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The term of the Contract is extended for six (6) months from July 1, 2024 to December 31, 2024. The estimated value of the extension period is \$400,000.00.

2. The following terms and conditions are added to the Contract:

2.1 Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: 
Name: Chase Croft
Title: Contract Administrator
Date: 6/25/2024

Smith Chevrolet

Signature: 
Name: John Giannini
Title: Comm/Fleet Manager
Date: 6/20/24



**State of Idaho Contract Number SBPO18200325
Amendment No. 3**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Smith Chevrolet 3477 S Pioneer Drive Idaho Falls, ID 83401

Contract Summary

Contract Name: Statewide Vehicles Contract Description: Statewide Vehicles Original Effective Date: 2/5/2018 Current Expiration Date: 6/30/2024	Current Contract Value: \$3,575,000.00 Estimated Lifetime Value: \$3,575,000.00 Contract Usage Type: Open
--	--

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Denys Hansen	(208) 522-6800	trucks@thesmithgroup.com

Recitals

1. The Parties entered into a Contract (SBPO18200325) for Statewide Vehicles for the State of Idaho, effective February 5, 2018.
2. Amendment #2 extended this Contract from 9/1/2023 to 12/31/2023.
3. The Parties desire to extend this Contract for 6-months.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Contract is extended from January 1, 2024, to June 30, 2024. The estimated value of this renewal is \$325,000.00.
2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Signature Page Follows

Department of Administration

Signature: David Miller

Name: David Miller

Title: Contract Administrator

Date: 12/27/2023

Smith Chevrolet

Signature: Denys Hansen

Name: Denys Hansen

Title: Fleet Manager

Date: 12/22/23



**State of Idaho Contract Number SBPO18200325
Amendment No. 2**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Smith Chevrolet 3477 S Pioneer Drive Idaho Falls, ID 83401

Contract Summary

Contract Name: Statewide Vehicles Contract Description: Statewide Vehicles Original Effective Date: 2/5/2018 Current Expiration Date: 8/31/2023	Current Contract Value: \$3,087,500 Estimated Lifetime Value: \$3,250,000 Contract Usage Type: Open
--	--

Agency Contacts

Contact Name	Contact Type	Contact Email
Jake Nay	Contract Administrator	Jake.nay@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Denys Hansen	208 522-6800	trucks@thesmithgroup.com

Recitals

1. The Parties entered into a Contract (SBPO18200324) for Statewide Vehicles for the State of Idaho, effective February 5, 2018.
2. The Contract was amended on 2/5/2021, via Amendment No. 1, to extend the contract for one year.
3. The Contract was renewed on 2/4/2022 and 11/5/22 for six-month periods.
4. The Contract was renewed on 8/5/2022 and 5/5/2023 for 3-month periods.
5. The Idaho Legislature created Idaho Code 67-2359 requiring certification by the Contractor.
6. With this Amendment No. 2, the Parties desire to extend the contract for (4) four months and obtain Contractor certification of Idaho Code 67-2359, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The contract is extended from September 1, 2023 to December 31, 2023.

2. Pursuant to Idaho Code 67-2359, the Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: Jake Nay

Name: Jake Nay

Title: Contract Administrator

Date: 8/16/2023

Smith Chevrolet

Signature: Denys Hansen

Name: Denys Hansen

Title: Fleet Manager

Date: 8/10/23

Idaho Division of Purchasing

Renewal

Purchase Order Name: Statewide Vehicles
Contract Number: SBPO18200325
Parties: State of Idaho
SMITH CHEVROLET
This Renewal Value: 162,500.00 USD
Total Contract Value: 2,925,000.00 USD
Start Date: 5/5/2023 12:00 AM
End Date: 8/31/2023 11:59 PM

Contractor Contact: Denys Hansen; trucks@thesmithgroup.com

Instructions

SBPO18200325, Statewide Vehicles (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. The signed renewal letter is attached below and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Signed By:



Chase Croft, Contract Administrator

5/4/23

Date



State of Idaho
Department of Administration
Division of Purchasing

BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

May 1, 2023

Smith Chevrolet
Attn: Denys Hansen

VIA ELECTRONIC TRANSMISSION
trucks@TheSmithGroup.com

RE: Renewal of Contract SBPO18200325, a Contract for Statewide Vehicle, for the State of Idaho
Expiring 05/04/2023

The State of Idaho would like to extend the above referenced contract.

The contract extension period is May 5, 2023, to August 31, 2024, or until a new contract is awarded. Any additional extensions beyond this period must be executed in writing by Division of Purchasing (DOP). The same terms, conditions and prices prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Smith Chevrolet

Name & Title (Printed): Fleet Manager

Signature: Dennis Jensen

Date: 5/4/23

Idaho Division of Purchasing

Chase Croft, Contract Administrator

Name & Title (Printed): _____

Signature: Chase Croft

Date: 5/4/23

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO18200325

Contact Name	
Title	
Address	<u>SAME</u>
Phone	
Fax	
E-mail	

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Statewide Vehicles
Contract Number:	SBPO18200325
Parties:	State of Idaho SMITH CHEVROLET
This Renewal Value:	325,000.00 USD
Total Contract Value:	2,762,500.00 USD
Start Date:	11/5/2022 12:00 AM
End Date:	5/4/2023 11:59 PM

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

SBPO18200325, Statewide Vehicles(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to SBPO18200325 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Denys Hansen

+1 208-522-9800
trucks@thesmithgroup.com

Payment Details
Payment Terms: Net 30

Signature signed By:

David Miller / Contract Administrator
Digitally signed by David Miller / Contract Administrator
Date: 2022.10.24 09:37:11 -06'00'



BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

October 13, 2022

Smith Chevrolet
Attn: Denys Hansen

VIA ELECTRONIC TRANSMISSION

RE: Renewal of Contract SBPO18200325, a Contract for Statewide Vehicle, for the State of Idaho

Expiring 11/04/2022

The State of Idaho would like to extend the above referenced contract for a period of Six (6) Months.

The contract extension period is November 5, 2022, to May 4, 2023, or until a new contract is awarded. Any additional extensions beyond this period must be executed in writing by Division of Purchasing (DOP). The same terms, conditions and prices prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Smith Chevrolet

Name & Title (Printed): Denys Hansen (fleet mgr.)

Signature: Denys Hansen

Date: 10/13/22

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administrator

Signature: David Miller

Date: 10/24/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO18200325

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

Idaho Division of Purchasing

Extension

Purchase Order Name:	Statewide Vehicles
Contract Number:	SBPO18200325
Parties:	State of Idaho SMITH CHEVROLET
This Extension Value:	162,500.00 USD
Total Contract Value:	2,437,500.00 USD
Start Date:	8/5/2022 12:00 AM
End Date:	11/4/2022 11:59 PM

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

SBPO18200325, Statewide Vehicles(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed extension letter to SBPO18200325 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Denys Hansen

+1 208-522-9800
trucks@thesmithgroup.com

Payment Details Payment Terms:
Net 30

Signature signed By:

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Statewide Vehicles
Contract Number:	SBPO18200325
Parties:	State of Idaho SMITH CHEVROLET
This Renewal Value:	325,000.00 USD
Total Contract Value:	2,275,000.00 USD
Start Date:	2/5/2022 12:00 AM
End Date:	8/4/2022 11:59 PM

Contract Managers: Joseph Nelson Jr.; Joseph.Nelson@adm.idaho.gov
Laura Gallivan; Laura.Gallivan@adm.idaho.gov

Purchasing Leads: Joseph Nelson Jr.; Joseph.Nelson@adm.idaho.gov

Instructions

SBPO18200325, Statewide Vehicles(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Stacie Zaugg

+1 208-522-9800
stacie@thesmithgroup.com



BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

July 12, 2022

Smith Chevrolet
Attn: Denys Hansen

VIA ELECTRONIC TRANSMISSION

RE: Extension of Contract SBPO18200325, a Contract for Statewide Vehicles, for the State of Idaho

Expiring 08/04/2022

The State of Idaho would like to extend the above referenced contract for a period of Three (3) Months.

The contract renewal period is August 5, 2022 to November 4, 2022 or until new contract is issued, whichever comes first. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Smith Chevrolet

Name & Title (Printed): Danys Hansen / Fleet Manager

Signature: Danys Hansen

Date: 7/13/22

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administrator

Signature: David Miller

Date: 07/13/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO18200325

Contact Name	<u>Danys Hansen</u>
Title	<u>Fleet Manager</u>
Address	<u>3477 S. Pioneer Dr. Idaho Falls 83402</u>
Phone	<u>208-522-9800</u>
Fax	
E-mail	<u>Trucks@thesmithgroup.com</u>

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed By: *Laura Gallivan*

Laura Gallivan Office Specialist II 12/08/2021



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

November 30, 2021

Smith Chevrolet
Attn: Denys Hansen

VIA ELECTRONIC TRANSMISSION

RE: Extension of Contract SBPO18200325, a Contract for Statewide Vehicles, for the various State of Idaho Agencies, Institutions, and Departments

Expiring 2/4/2022

The State of Idaho would like to extend the above referenced contract for a period of Six (6) Months, or until a new contract is put in place, whichever comes first.

The contract extension period is February 5, 2022 to August 4, 2022. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

****On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:**

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Laura Gallivan

Laura Gallivan
Idaho Division of Purchasing



BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

Contract SBPO18200325
Contract for Statewide Vehicles, for the various
State of Idaho Agencies, Institutions, and
Departments

Acknowledgment of Idaho State House Bill 220

Smith Chevrolet

"Contractor"

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Denys Hansen

Title: Fleet Manager

Signature: Denys Hansen

Date: 12/1/21

Contractor agrees to the terms detailed herein:

COMPANY: Smith Chevrolet

Name & Title (Printed): Denys Hansen / Fleet Mgr.

Signature: Denys Hansen

Date: 12/3/21

Idaho Division of Purchasing

Name & Title (Printed): Laura Gallivan Office Specialist II

Signature: Laura Gallivan

Date: 12/8/2021

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO18200325

Contact Name	<u>Denys Hansen</u>
Title	<u>Fleet Manager</u>
Address	<u>3477 S. Pioneer Dr.</u>
	<u>Idaho Falls Id. 83402</u>
Phone	<u>208-521-9049</u>
Fax	
E-mail	<u>trucks@thesmithgroup.com</u>

Idaho Division of Purchasing

Amendment

Purchase Order Name	Statewide Vehicles
Contract Number	SBPO18200325
Parties	State of Idaho SMITH CHEVROLET
This Amendment's Value	650,000.00 USD
Total Contract Value	1,950,000.00 USD
Start Date	2/5/2021 12:00 AM
End Date	2/4/2022 11:59 PM

Contract Manager: State of Idaho; Joseph Nelson
Purchasing Lead: Joseph Nelson, Phone:208-332-1602, EMAIL:
JOSEPH.NELSON@ADM.IDAHO.GOV

Instructions

SBPO18200325, Statewide Vehicles (the "Contract") is amended as detailed in the attached executed amendment document. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract Amendment pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Stacie Zaugg

+1 208-522-9800
stacie@thesmithgroup.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed By: **Joseph Nelson** Digitally signed
by Joseph Nelson
Date: 2021.02.04
14:52:50 -07'00'



BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street, Room 100
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

January 22, 2021

Smith Chevrolet
Attn: Denys Hansen

VIA E-MAIL TRANSMISSION
trucks@thesmithgroup.com

RE: Extension of Contract SBPO18200325, a Contract for Statewide Vehicles for the various State of Idaho Agencies, Institutions, and Departments.

Expiring 2/4/2021

The State of Idaho would like to extend the above referenced contract for a period of One (1) Year, or until a new contract is put in place, whichever comes first.

The contract extension period is February 5, 2021 to February 4, 2022. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Joseph Nelson

Digitally signed
by Joseph Nelson
Date: 2021.01.22
08:39:11 -07'00'

Joey Nelson
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY:

Smith Chevrolet

BY:

Denys Hansen
(Signature)

Denys Hansen
(Printed Name)

DATE:

3/2/21

UPDATED CONTACT INFORMATION for SBPO18200325

Contact Name	<u>Denys Hansen</u>
Title	<u>Fleet Manager</u>
Address	<u>3477 S. Pioneer Dr.</u>
	<u>Idaho Falls, ID. 83402</u>
Phone	<u>208-522-9860</u>
Fax	
E-mail	<u>trucks@thesmithgroup.com</u>



State-Wide Blanket Purchase Order

Purchase Order Name: Smith Chevrolet
Contract Number: SBPO18200325
Contract Value: \$650,000 USD
Purchase Order Date: 1/29/2020
Service Start Date: 2/5/2020 12:00 AM
Service End Date: 2/4/2021 11:59 PM

Submitted By: Joseph Nelson, Buyer

Instructions

Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. the Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis for a period noted above.

Contractor: Ship to the FOB DESTINATION point and Bill Directly to the Ordering Agency. Do NOT mail invoices to the Division of Purchasing. Notate the Contract Award Number on any invoices/statements will facilitate the efficient processing of payment.

Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Contractor Contact: Denys Hansen
Phone: 208-522-9800
E-mail: trucks@thesmithgroup.com

This CPO, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This CPO
2. The State of Idaho's sourcing event ITB18000254
3. The Contractor's signed Bid

**Supplier**

Smith Chevrolet
3744 S. Pioneer Dr.
Idaho Falls, ID 83401

Phone: 208-522-9800

Email: trucks@thesmithgroup.com

Shipping Details

Destination, Prepaid

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

As detailed in sourcing
event or contract
instructions

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Statewide Vehicles for Chevrolets: \$650,000

Internal Comments:

Total USD \$650,000

Signature: Joseph
Nelson

Signed By: Joseph Nelson

Digitally signed by
Joseph Nelson
Date: 2020.01.30
12:04:17 -07'00'



State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE

Governor

BRYAN MOONEY

Director

STEVE BAILEY

Administrator

304 N 8th Street, Rm 403 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

Fax: 208-327-7320

<http://purchasing.idaho.gov>

December 4, 2019

Smith Chevrolet
Attn: Denys Hansen

VIA E-MAIL TRANSMISSION
trucks@thesmithgroup.com

RE: Renewal of Contract SBPO18200325, a Contract for Statewide Vehicles for the various State of Idaho Agencies, Institutions, and Departments
Expiring 02/04/2020

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is February 5, 2020 to February 4, 2021. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Joseph Nelson
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Smith Chevrolet

BY:

(Signature)

Denys Hansen

(Printed Name)

DATE:

12/8/19

UPDATED CONTACT INFORMATION for SBPO18200325:

Contact Name	<u>Denys Hansen</u>
Title	<u>Fleet Manager</u>
Address	<u>3744 S. Pioneer Dr.</u>
	<u>Idaho Falls, ID 83401</u>
Phone	<u>208-522-9800</u>
Fax	
E-mail	<u>Trucks@thesmithgroup.com</u>



State of Idaho

State Wide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name: Statewide Vehicles
Purchase Order Number: SBPO18200325
Contract Number:
Purchase Order Date: February 05, 2018
Service Start Date: February 5, 2018
Service End Date: February 4, 2020
Submitted By: Danny Downen

Supplier

denys hansen
SMITH CHEVROLET
3477 pioneer drive
idaho falls, ID 83401
Phone: 208-522-9800

Fax: 208-535-2486

Email: trucks@thesmithgroup.com

Shipping Details

Delivery Date: February 04, 2019
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination

Buyer Contact

Danny Downen
Tel:208-332-1605
Fax:208-327-7320
daniel.downen@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Item Type Details

Payment Method: Invoice
Payment Terms: NET30

Item Type:

Item Type Supplemental Data:

Additional Information

Instructions

Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. the Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis for a period of two (2) years commencing February 5, 2018, ending February 4, 2020, with the option to renew for one (1) additional one (1) year period.

Contractor: Ship to the FOB DESTINATION point and Bill Directly to the Ordering Agency. Do NOT mail invoices to the Division of Purchasing. Notate the Contract Award Number on any invoices/statements will facilitate the efficient processing of payment.

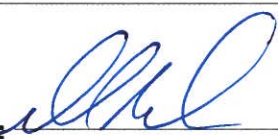
Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	ANN		#1 Statewide Vehicles for Chevrolet's (See Attached Bid Schedule) 	07104	650,000.00	\$0.00	\$650,000.00

Special Instructions: Bill to and Ship to address will be provided upon order.

Internal Comments:

TOTAL: (USD) \$650,000.00

Signature : 

Signed By : Daniel Downen

Memorandum

File #: 25-102

City Council Meeting

FROM: Pam Alexander, Municipal Services Director
DATE: Tuesday, December 24, 2024
DEPARTMENT: Municipal Services

Subject

Purchase of Replacement Vehicles for the Public Works and Parks and Recreation Departments and Two Additions to Fleet for Parks and Recreation

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc.)

Accept and approve the purchase of replacement vehicle(s) and two additions to the fleet from the State of Idaho contract SBPO18200325 from Smith Chevrolet for a total of \$345,407.68 (or take other action deemed appropriate).

Description, Background Information & Purpose

This purchase request will replace units: 1205, a 2012 Ford Expedition; 1206, a 2013 GMC Sierra 2500; and 1173, a 2011 Ford F150 for Public Works Department and units: 2023, a 2006 GMC 3500 and unit 239, a 1999 Ford F350 4X4 for the Parks and Recreation Department and two ¾ ton pickup trucks as additions to the fleet for the Parks and Recreation Department's Horticulture and Irrigation Divisions for a total of \$98,048.27.

Alignment with City & Department Planning Objectives



The purchase of the replacement vehicles and additions to the fleet supports the reliable public infrastructure and transportation community-oriented result by replacing that which has reached the end of its useful life or acquiring new equipment in response to growth in the city.

Interdepartmental Coordination

The Public Works and Parks and Recreation Departments concur with the purchase recommendations.

Fiscal Impact

Sufficient funding for the purchase of the replacement vehicles is within the 2024/25 Public Works and Parks and Recreation Departments' approved budgets. The two additions to the fleet are approved in the general fund 2024/25 capital requests budget for a total of \$94,000.

Legal Review

The Legal Department concurs that the proposed Council action duplicates the price and substance for like goods that have been competitively bid by the State of Idaho, through Idaho State Contract Number SBPO 18200325, and otherwise meets the requirements set out in Idaho Code § 67-2803(1).



**State of Idaho Contract Number SBPO18200325
Amendment No. 5**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Smith Chevrolet 3477 S Pioneer Drive Idaho Falls, ID 83401

Contract Summary

Contract Name: Statewide Vehicles Contract Description: Statewide Vehicles for Idaho Public Agencies Original Effective Date: 2/5/2018 Current Expiration Date: 2/28/2025	Current Contract Value: \$4,110,000.00 Contract Usage Type: Open
--	---

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
John Giannini	208-569-4112	john@thesmithgroup.com

Recitals

1. The Parties entered into a Contract (SBPO18200325) for Statewide Vehicles for Idaho Public Agencies, effective February 5, 2018.
2. With this Amendment No. 5, the Parties desire to extend the term of the Contract, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The term of the Contract is extended for two (2) months from January 1, 2025, to February 28, 2025. The estimated value of the extension period is \$135,000.00
2. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
3. Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or

company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

4. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
5. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: Jake Nay

Name: Jake Nay

Title: Contract Administrator

Date: 12/3/2024

Smith Chevrolet

Signature: John Giannini

Name: John Giannini

Title: Fleet / Comm Manager

Date: 12/3/24



**State of Idaho Contract Number SBPO18200325
Amendment No. 4**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Smith Chevrolet 3477 S Pioneer Drive Idaho Falls, ID 83401

Contract Summary

Contract Name: Statewide Vehicles Contract Description: Statewide Vehicles for Idaho Public Agencies Original Effective Date: 2/5/2018 Current Expiration Date: 12/31/2024	Current Contract Value: \$3,975,000.00 Contract Usage Type: Open
---	---

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
John Giannini	208-569-4112	john@thesmithgroup.com

Recitals

1. The Parties entered into a Contract (SBPO18200325) for Statewide Vehicles for Idaho Public Agencies, effective February 5, 2018.
2. With this Amendment No. 4, the Parties desire to extend the term of the Contract and incorporate one (1) new term and condition required by Idaho Code, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The term of the Contract is extended for six (6) months from July 1, 2024 to December 31, 2024. The estimated value of the extension period is \$400,000.00.

2. The following terms and conditions are added to the Contract:

2.1 Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: _____



Name: Chase Croft

Title: Contract Administrator

Date: 6/25/2024

Smith Chevrolet

Signature: _____



Name: John Giannini

Title: Comm/Fleet Manager

Date: 6/20/24



**State of Idaho Contract Number SBPO18200325
Amendment No. 3**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Smith Chevrolet 3477 S Pioneer Drive Idaho Falls, ID 83401

Contract Summary

Contract Name: Statewide Vehicles Contract Description: Statewide Vehicles Original Effective Date: 2/5/2018 Current Expiration Date: 6/30/2024	Current Contract Value: \$3,575,000.00 Estimated Lifetime Value: \$3,575,000.00 Contract Usage Type: Open
--	--

Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Denys Hansen	(208) 522-6800	trucks@thesmithgroup.com

Recitals

1. The Parties entered into a Contract (SBPO18200325) for Statewide Vehicles for the State of Idaho, effective February 5, 2018.
2. Amendment #2 extended this Contract from 9/1/2023 to 12/31/2023.
3. The Parties desire to extend this Contract for 6-months.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Contract is extended from January 1, 2024, to June 30, 2024. The estimated value of this renewal is \$325,000.00.
2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Signature Page Follows

Department of Administration

Signature: David Miller

Name: David Miller

Title: Contract Administrator

Date: 12/27/2023

Smith Chevrolet

Signature: Denys Hansen

Name: Denys Hansen

Title: Fleet Manager

Date: 12/22/23



**State of Idaho Contract Number SBPO18200325
Amendment No. 2**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Smith Chevrolet 3477 S Pioneer Drive Idaho Falls, ID 83401

Contract Summary

Contract Name: Statewide Vehicles Contract Description: Statewide Vehicles Original Effective Date: 2/5/2018 Current Expiration Date: 8/31/2023	Current Contract Value: \$3,087,500 Estimated Lifetime Value: \$3,250,000 Contract Usage Type: Open
--	--

Agency Contacts

Contact Name	Contact Type	Contact Email
Jake Nay	Contract Administrator	Jake.nay@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Denys Hansen	208 522-6800	trucks@thesmithgroup.com

Recitals

1. The Parties entered into a Contract (SBPO18200324) for Statewide Vehicles for the State of Idaho, effective February 5, 2018.
2. The Contract was amended on 2/5/2021, via Amendment No. 1, to extend the contract for one year.
3. The Contract was renewed on 2/4/2022 and 11/5/22 for six-month periods.
4. The Contract was renewed on 8/5/2022 and 5/5/2023 for 3-month periods.
5. The Idaho Legislature created Idaho Code 67-2359 requiring certification by the Contractor.
6. With this Amendment No. 2, the Parties desire to extend the contract for (4) four months and obtain Contractor certification of Idaho Code 67-2359, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The contract is extended from September 1, 2023 to December 31, 2023.

2. Pursuant to Idaho Code 67-2359, the Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Signature: Jake Nay

Name: Jake Nay

Title: Contract Administrator

Date: 8/16/2023

Smith Chevrolet

Signature: Dennis Hansen

Name: Dennis Hansen

Title: Fleet Manager

Date: 8/10/23

Idaho Division of Purchasing

Renewal

Purchase Order Name: Statewide Vehicles
Contract Number: SBPO18200325
Parties: State of Idaho
SMITH CHEVROLET
This Renewal Value: 162,500.00 USD
Total Contract Value: 2,925,000.00 USD
Start Date: 5/5/2023 12:00 AM
End Date: 8/31/2023 11:59 PM

Contractor Contact: Denys Hansen; trucks@thesmithgroup.com

Instructions

SBPO18200325, Statewide Vehicles (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. The signed renewal letter is attached below and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Signed By:



Chase Croft, Contract Administrator

5/4/23

Date



State of Idaho
Department of Administration
Division of Purchasing

BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

May 1, 2023

Smith Chevrolet
Attn: Denys Hansen

VIA ELECTRONIC TRANSMISSION
trucks@TheSmithGroup.com

RE: Renewal of Contract SBPO18200325, a Contract for Statewide Vehicle, for the State of Idaho
Expiring 05/04/2023

The State of Idaho would like to extend the above referenced contract.

The contract extension period is May 5, 2023, to August 31, 2024, or until a new contract is awarded. Any additional extensions beyond this period must be executed in writing by Division of Purchasing (DOP). The same terms, conditions and prices prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Smith Chevrolet

Name & Title (Printed): Fleet Manager

Signature: Dennis Jensen

Date: 5/4/23

Idaho Division of Purchasing

Chase Croft, Contract Administrator

Name & Title (Printed): _____

Signature: Chase Croft

Date: 5/4/23

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO18200325

Contact Name	
Title	
Address	<u>SAME</u>
Phone	
Fax	
E-mail	

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Statewide Vehicles
Contract Number:	SBPO18200325
Parties:	State of Idaho SMITH CHEVROLET
This Renewal Value:	325,000.00 USD
Total Contract Value:	2,762,500.00 USD
Start Date:	11/5/2022 12:00 AM
End Date:	5/4/2023 11:59 PM

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

SBPO18200325, Statewide Vehicles(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to SBPO18200325 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Denys Hansen

+1 208-522-9800
trucks@thesmithgroup.com

Payment Details
Payment Terms: Net 30

Signature signed By:

David Miller / Contract Administrator
Digitally signed by David Miller / Contract Administrator
Date: 2022.10.24 09:37:11 -06'00'



BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

October 13, 2022

Smith Chevrolet
Attn: Denys Hansen

VIA ELECTRONIC TRANSMISSION

RE: Renewal of Contract SBPO18200325, a Contract for Statewide Vehicle, for the State of Idaho

Expiring 11/04/2022

The State of Idaho would like to extend the above referenced contract for a period of Six (6) Months.

The contract extension period is November 5, 2022, to May 4, 2023, or until a new contract is awarded. Any additional extensions beyond this period must be executed in writing by Division of Purchasing (DOP). The same terms, conditions and prices prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov to the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Smith Chevrolet

Name & Title (Printed): Denys Hansen (fleet Mgr.)

Signature: Denys Hansen

Date: 10/13/22

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administrator

Signature: David Miller

Date: 10/24/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO18200325

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

Idaho Division of Purchasing

Extension

Purchase Order Name:	Statewide Vehicles
Contract Number:	SBPO18200325
Parties:	State of Idaho SMITH CHEVROLET
This Extension Value:	162,500.00 USD
Total Contract Value:	2,437,500.00 USD
Start Date:	8/5/2022 12:00 AM
End Date:	11/4/2022 11:59 PM

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

SBPO18200325, Statewide Vehicles(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed extension letter to SBPO18200325 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Denys Hansen

+1 208-522-9800
trucks@thesmithgroup.com

Payment Details Payment Terms:
Net 30

Signature signed By:

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Statewide Vehicles
Contract Number:	SBPO18200325
Parties:	State of Idaho SMITH CHEVROLET
This Renewal Value:	325,000.00 USD
Total Contract Value:	2,275,000.00 USD
Start Date:	2/5/2022 12:00 AM
End Date:	8/4/2022 11:59 PM

Contract Managers: Joseph Nelson Jr.; Joseph.Nelson@adm.idaho.gov
Laura Gallivan; Laura.Gallivan@adm.idaho.gov

Purchasing Leads: Joseph Nelson Jr.; Joseph.Nelson@adm.idaho.gov

Instructions

SBPO18200325, Statewide Vehicles(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Stacie Zaugg

+1 208-522-9800
stacie@thesmithgroup.com



BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

July 12, 2022

Smith Chevrolet
Attn: Denys Hansen

VIA ELECTRONIC TRANSMISSION

RE: Extension of Contract SBPO18200325, a Contract for Statewide Vehicles, for the State of Idaho

Expiring 08/04/2022

The State of Idaho would like to extend the above referenced contract for a period of Three (3) Months.

The contract renewal period is August 5, 2022 to November 4, 2022 or until new contract is issued, whichever comes first. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Smith Chevrolet

Name & Title (Printed): Danys Hansen / Fleet Manager

Signature: Danys Hansen

Date: 7/13/22

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administrator

Signature: David Miller

Date: 07/13/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO18200325

Contact Name	<u>Danys Hansen</u>
Title	<u>Fleet Manager</u>
Address	<u>3477 S. Pioneer Dr. Idaho Falls 83402</u>
Phone	<u>208-522-9800</u>
Fax	
E-mail	<u>Trucks@thesmithgroup.com</u>

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed By: *Laura Gallivan*

Laura Gallivan Office Specialist II 12/08/2021



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

November 30, 2021

Smith Chevrolet
Attn: Denys Hansen

VIA ELECTRONIC TRANSMISSION

RE: Extension of Contract SBPO18200325, a Contract for Statewide Vehicles, for the various State of Idaho Agencies, Institutions, and Departments

Expiring 2/4/2022

The State of Idaho would like to extend the above referenced contract for a period of Six (6) Months, or until a new contract is put in place, whichever comes first.

The contract extension period is February 5, 2022 to August 4, 2022. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

****On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:**

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Laura Gallivan

Laura Gallivan
Idaho Division of Purchasing



State of Idaho
Department of Administration
Division of Purchasing

BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

Contract SBPO18200325
Contract for Statewide Vehicles, for the various
State of Idaho Agencies, Institutions, and
Departments

Acknowledgment of Idaho State House Bill 220

Smith Chevrolet

"Contractor"

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Denys Hansen

Title: Fleet Manager

Signature: Denys Hansen

Date: 12/1/21

Contractor agrees to the terms detailed herein:

COMPANY: Smith Chevrolet

Name & Title (Printed): Denys Hansen / Fleet Mgr.

Signature: Denys Hansen

Date: 12/3/21

Idaho Division of Purchasing

Name & Title (Printed): Laura Gallivan Office Specialist II

Signature: Laura Gallivan

Date: 12/8/2021

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO18200325

Contact Name	<u>Denys Hansen</u>
Title	<u>Fleet Manager</u>
Address	<u>3477 S. Pioneer Dr.</u>
	<u>Idaho Falls Id. 83402</u>
Phone	<u>208-521-9049</u>
Fax	
E-mail	<u>trucks@thesmithgroup.com</u>

Idaho Division of Purchasing

Amendment

Purchase Order Name	Statewide Vehicles
Contract Number	SBPO18200325
Parties	State of Idaho SMITH CHEVROLET
This Amendment's Value	650,000.00 USD
Total Contract Value	1,950,000.00 USD
Start Date	2/5/2021 12:00 AM
End Date	2/4/2022 11:59 PM

Contract Manager: State of Idaho; Joseph Nelson
Purchasing Lead: Joseph Nelson, Phone:208-332-1602, EMAIL:
JOSEPH.NELSON@ADM.IDAHO.GOV

Instructions

SBPO18200325, Statewide Vehicles (the "Contract") is amended as detailed in the attached executed amendment document. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract Amendment pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Stacie Zaugg

+1 208-522-9800
stacie@thesmithgroup.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed By: **Joseph Nelson** Digitally signed
by Joseph Nelson
Date: 2021.02.04
14:52:50 -07'00'



BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street, Room 100
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

January 22, 2021

Smith Chevrolet
Attn: Denys Hansen

VIA E-MAIL TRANSMISSION
trucks@thesmithgroup.com

RE: Extension of Contract SBPO18200325, a Contract for Statewide Vehicles for the various State of Idaho Agencies, Institutions, and Departments.

Expiring 2/4/2021

The State of Idaho would like to extend the above referenced contract for a period of One (1) Year, or until a new contract is put in place, whichever comes first.

The contract extension period is February 5, 2021 to February 4, 2022. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Joseph Nelson

Digitally signed
by Joseph Nelson
Date: 2021.01.22
08:39:11 -07'00'

Joey Nelson
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY:

Smith Chevrolet

BY:

Denys Hansen
(Signature)

Denys Hansen
(Printed Name)

DATE:

3/2/21

UPDATED CONTACT INFORMATION for SBPO18200325

Contact Name	<u>Denys Hansen</u>
Title	<u>Fleet Manager</u>
Address	<u>3477 S. Pioneer Dr.</u>
	<u>Idaho Falls, ID. 83402</u>
Phone	<u>208-522-9860</u>
Fax	
E-mail	<u>trucks@thesmithgroup.com</u>



State-Wide Blanket Purchase Order

Purchase Order Name: Smith Chevrolet
Contract Number: SBPO18200325
Contract Value: \$650,000 USD
Purchase Order Date: 1/29/2020
Service Start Date: 2/5/2020 12:00 AM
Service End Date: 2/4/2021 11:59 PM

Submitted By: Joseph Nelson, Buyer

Instructions

Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. the Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis for a period noted above.

Contractor: Ship to the FOB DESTINATION point and Bill Directly to the Ordering Agency. Do NOT mail invoices to the Division of Purchasing. Notate the Contract Award Number on any invoices/statements will facilitate the efficient processing of payment.

Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Contractor Contact: Denys Hansen
Phone: 208-522-9800
E-mail: trucks@thesmithgroup.com

This CPO, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This CPO
2. The State of Idaho's sourcing event ITB18000254
3. The Contractor's signed Bid

**Supplier**

Smith Chevrolet
3744 S. Pioneer Dr.
Idaho Falls, ID 83401

Phone: 208-522-9800

Email: trucks@thesmithgroup.com

Shipping Details

Destination, Prepaid

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

As detailed in sourcing
event or contract
instructions

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Statewide Vehicles for Chevrolets: \$650,000

Internal Comments:

Total USD \$650,000

Signature: Joseph
Nelson

Signed By: Joseph Nelson

Digitally signed by
Joseph Nelson
Date: 2020.01.30
12:04:17 -07'00'



State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE

Governor

BRYAN MOONEY

Director

STEVE BAILEY

Administrator

304 N 8th Street, Rm 403 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

Fax: 208-327-7320

<http://purchasing.idaho.gov>

December 4, 2019

Smith Chevrolet
Attn: Denys Hansen

VIA E-MAIL TRANSMISSION
trucks@thesmithgroup.com

RE: Renewal of Contract SBPO18200325, a Contract for Statewide Vehicles for the various State of Idaho Agencies, Institutions, and Departments
Expiring 02/04/2020

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is February 5, 2020 to February 4, 2021. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Joseph Nelson
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Smith Chevrolet

BY:

(Signature)

Denys Hansen

(Printed Name)

DATE:

12/8/19

UPDATED CONTACT INFORMATION for SBPO18200325:

Contact Name	<u>Denys Hansen</u>
Title	<u>Fleet Manager</u>
Address	<u>3744 S. Pioneer Dr.</u>
	<u>Idaho Falls, ID 83401</u>
Phone	<u>208-522-9800</u>
Fax	
E-mail	<u>Trucks@thesmithgroup.com</u>



State of Idaho

State Wide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name: Statewide Vehicles
Purchase Order Number: SBPO18200325
Contract Number:
Purchase Order Date: February 05, 2018
Service Start Date: February 5, 2018
Service End Date: February 4, 2020
Submitted By: Danny Downen

Supplier

denys hansen
SMITH CHEVROLET
3477 pioneer drive
idaho falls, ID 83401
Phone: 208-522-9800

Fax: 208-535-2486

Email: trucks@thesmithgroup.com

Shipping Details

Delivery Date: February 04, 2019
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination

Buyer Contact

Danny Downen
Tel:208-332-1605
Fax:208-327-7320
daniel.downen@adm.idaho.gov

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Item Type Details

Payment Method: Invoice
Payment Terms: NET30

Item Type:
Item Type Supplemental Data:

Additional Information**Instructions**

Statewide Blanket Purchase Order (SBPO) Contract for Statewide Vehicles for the benefit of the State of Idaho and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. the Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis for a period of two (2) years commencing February 5, 2018, ending February 4, 2020, with the option to renew for one (1) additional one (1) year period.

Contractor: Ship to the FOB DESTINATION point and Bill Directly to the Ordering Agency. Do NOT mail invoices to the Division of Purchasing. Notate the Contract Award Number on any invoices/statements will facilitate the efficient processing of payment.

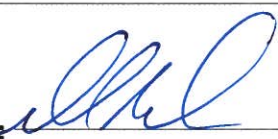
Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	ANN		#1 Statewide Vehicles for Chevrolet's (See Attached Bid Schedule) 	07104	650,000.00	\$0.00	\$650,000.00

Special Instructions: Bill to and Ship to address will be provided upon order.

Internal Comments:

TOTAL: (USD) \$650,000.00

Signature : 

Signed By : Daniel Downen

CAPITAL AND NEW EMPLOYEE REQUESTS- GENERAL FUND

General Fund Capital Budget Requests

Description	Amount Revenue Covers	Employee	Capital	Repair and Maintenance	Total
Mayor and Council					
Impact Fee Waivers	-	-	50,000	-	50,000
Total	-	-	50,000	-	50,000
Legal					
City Prosecutor ⁽¹⁾	85,000	127,101	-	-	42,101
Administrative Assistant (1) (Part-time to Full-time)	-	14,788	-	-	14,788
Total	85,000	141,889	-	-	56,889
Municipal Services					
Canopy for Fuel Dispenser Equipment	275,000	-	275,000	-	-
Install 2-3 New Fuel Tanks	100,000	-	100,000	-	-
ERP Replacement Project	3,000,000	-	3,000,000	-	-
Remaining ADA Funds from Rollover	40,000	-	-	40,000	-
Facility Repair & Maintenance	-	-	-	20,000	20,000
Total	3,415,000	-	3,375,000	60,000	20,000
Human Resources					
Human Resource Analyst ⁽¹⁾	-	104,269	-	-	104,269
Increase in Clock Pattern Premium Pay (CPPP)	13,200	33,000	-	-	19,800
Total	13,200	137,269	-	-	124,069
Police					
Probationary Patrol Officer (x6 with COPS Grant, x2 if no COPS Grant)	332,306	595,542	-	-	263,236
Add to Fleet Vehicles (2) (Impact Fees)	168,000	-	168,000	-	-
Shooting Range (Contingent on Funding)	750,000	-	750,000	-	-
AWARE AFIX Tracker/Fingerprint database machine	-	-	43,660	-	43,660
Total	1,250,306	595,542	961,660	-	306,896
Fire					
New Fire Record Management System	-	-	50,000	-	50,000
Station 7 Generator (ARPA)	102,000	-	102,000	-	-
Fire Fighting Turnouts	-	-	-	75,000	75,000
Paving Station 4 Parking Lot and Drive	-	-	-	90,000	90,000
Total	102,000	-	152,000	165,000	215,000
Parks					
Zoo Keeper (2) Part-time to Full-time	-	31,642	-	-	31,642
3/4 Ton Crew Cab Pickup Truck For Horticulture	-	-	47,000	-	47,000
3/4 Ton Crew Cab Pickup Truck For Irrigation	-	-	47,000	-	47,000
Toro SXS UTV For Horticulture	-	-	36,500	-	36,500

IDAHO FALLS
OVERVIEWFINANCIAL
OVERVIEWDEPARTMENT/
FUND BUDGETSINTERNAL
SERVICE FUNDS

GLOSSARY